

EPA Region 5 Records Ctr.



280216

**Third Five Year Review Report
for
Oak Grove Sanitary Landfill
MND980904056
City of Oak Grove
Anoka County, Minnesota**

September 2007

PREPARED BY

U.S. EPA - Region 5

Approved by:

A handwritten signature in black ink, appearing to read 'Richard C. Karl', written over a horizontal line.

Richard C. Karl

for Director, Superfund Division
U.S. EPA, Region 5

9/18/07
Date

CONTENTS

List of Acronyms	4
Executive Summary	5
Five-Year Summary Form	7
I. Introduction.....	9
II. Site Chronology	10
III. Background	11
Physical Characteristics	11
Land and Resource Use	11
History of Contamination	11
Initial Response	12
Basis for Taking Action	12
IV. Remedial Action (RA)	13
Remedy Selection	13
Remedy Implementation.....	15
Institutional Controls.....	15
System Operation/Operation and Maintenance (O&M)	19
V. Progress Since the Last Five-Year Review	21
VI. Five-Year Review Process	22
Administrative Components	22
Community Involvement	22
Document Review	22
Data Review	22
Site Inspection	25
Interviews	25
VII. Technical Assessment	25
Question A: Is the remedy functioning as intended by the decision document?.....	25
Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAOs) used at the time of the remedy still valid?	26
Question C: Has any other information come to light that could call in question to the protectiveness of the remedy?	26
Technical Assessment Summary	27

VIII. Issues	27
IX. Recommendations and Follow-up Actions	28
X. Protectiveness Statement(s)	28
XI. Next Review	29

Tables

Table I	Chronology of Site Events.....	10
Table II	Institutional Controls Summary Table.....	16
Table III	Annual System Operations/O&M Costs.....	20
Table IV	Actions Taken Since the Last Five Year Review.....	21
Table V	Summary of Groundwater Exceedances.....	23
Table VI	Methane Gas Summary.....	24
Table VII	Issues	27
Table VIII	Recommendations and Follow-Up Actions.....	28

Attachments

Attachment 1	MPCA Annual Report 2006 Oak Grove Sanitary Landfill
Attachment 2	Landfill Cleanup Agreement and Restrictive Covenants
Attachment 3	Five Year Review Site Inspection Report
Attachment 4	Notice of Five Year Review
Attachment 5	Site Map of IC Areas

List of Acronyms

ARARs	Applicable or Relevant and Appropriate Requirements
CD	Consent Decree
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
GWOU	Groundwater Operable Unit
IC	Institutional Controls
MCL	Maximum Contaminant Level
NOC	Notice of Compliance
O & M	Operation and Maintenance
PCOR	Preliminary Close Out Report
PRP	Potentially Responsible Party
RA	Remedial Action
RD	Remedial Design
RAO	Remedial Action Objective
RI/FS	Remedial Investigation/Feasibility Study
ROD	Record of Decision
RPM	Remedial Project Manager
SCOU	Source Control Operable Unit
UAO	Unilateral Administrative Order
VOC	Volatile Organic Compounds

Executive Summary

The remedy selected at the Oak Grove Sanitary Landfill Superfund site in Oak Grove, Minnesota included:

- The installation of an enhanced cover incorporating a high permeability sand layer to promote passive gas venting; a synthetic landfill cap (40 mil. HDPE) to prevent infiltration of precipitation; rooting zone soils; top soils; and a passive gas vent system connected by lateral lines. By limiting infiltration this cover system limits the generation of landfill leachate that contributes to groundwater contamination.
- The design of an active gas extraction system for the entire site
- A long term groundwater monitoring program to assess trends in water quality down gradient of the landfill.

The Site achieved construction completion with the signing of the Preliminary Close Out Report on August 13, 1993. The trigger for this five-year review was the completion of the second five-year review on September 30, 2002.

The assessment of this five-year review found that the remedy was constructed in accordance with the requirements of the Record of Decision (ROD), the remedy is functioning as designed, the source control measure (low permeability cover over the landfill) has achieved its design criteria by significantly reducing both the production of leachate and toxicity of the compounds released from the landfill, and since the cover was constructed, there has been a reduction in the contaminant concentrations in the groundwater.

The remedy at Operable Unit 1 (SCOU) of the Oak Grove Sanitary Landfill is currently protective of human health and the environment. All immediate threats at the site have been addressed. All threats at the Site have been addressed through stabilization and capping of the landfill, the installation of fencing and warning signs, and the implementation of institutional controls and Site ownership by the MPCA. Additionally, exposure pathways that could result in unacceptable risks are being controlled and institutional controls are preventing exposure to, or the ingestion of, contaminated groundwater.

The remedy at Operable Unit 2 (GWOU) is protective of human health and the environment in the short-term because exposure pathways to remaining groundwater contamination have been eliminated by the purchase of properties adjacent to the landfill and implementation of associated restrictive covenants on the properties restricting groundwater use. Long-term protectiveness of human health and the environment will be achieved upon attainment of groundwater cleanup goals through natural attenuation, and implementation and compliance with MPCA's land management plan for the site.

Long-term protectiveness of the overall remedial actions at the site will be verified by obtaining additional groundwater samples to fully evaluate any exceedance of the groundwater cleanup

standard for Arsenic. Current monitoring data indicate that the remedy is functioning as required to achieve groundwater cleanup goals. Long-term protectiveness also requires compliance with effective institutional controls, which will be assured by maintaining and monitoring effective institutional controls.

THIRD FIVE-YEAR REVIEW SUMMARY FORM
Oak Grove Sanitary Landfill
Anoka County, Minnesota

SITE IDENTIFICATION		
Site name (from WasteLAN): Oak Grove Sanitary Landfill		
EPA ID (from WasteLAN): MND98090405		
Region: 5	State: MN	City/County: Anoka County
SITE STATUS		
NPL status: <input type="checkbox"/> Final <input checked="" type="checkbox"/> Deleted <input type="checkbox"/> Other (specify)		
Remediation status (choose all that apply): <input type="checkbox"/> Under Construction <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Complete		
Multiple OUs?* <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Construction completion date: _08_ / _13_ / 1993_
Has site been put into reuse? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
REVIEW STATUS		
Lead agency: <input type="checkbox"/> EPA <input checked="" type="checkbox"/> State <input type="checkbox"/> Tribe <input type="checkbox"/> Other Federal Agency		
An author name: Sirtaj Ahmed		
Author title: Remedial Project Manager		Author affiliation: U.S. EPA, Region 5
Review period: ** _7_ / _15_ / _06_ to _9_ / _28_ / _07_		
Date(s) of site inspection: _4_ / 24_ / 07_		
Type of review: <input checked="" type="checkbox"/> Post-SARA <input type="checkbox"/> Pre-SARA <input type="checkbox"/> NPL-Removal only <input type="checkbox"/> Non-NPL Remedial Action Site <input checked="" type="checkbox"/> NPL State/Tribe-lead <input type="checkbox"/> Regional Discretion		
Review number: <input type="checkbox"/> 1 (first) <input type="checkbox"/> 2 (second) <input checked="" type="checkbox"/> 3 (third) <input type="checkbox"/> Other (specify)		
Triggering action: <input type="checkbox"/> Actual RA Onsite Construction at OU #____ <input type="checkbox"/> Actual RA Start at OU#____ <input type="checkbox"/> Construction Completion Report <input checked="" type="checkbox"/> Previous Five-Year Review <input type="checkbox"/> Other (specify)		
Triggering action date (from WasteLAN): _09_ / _30_ / _2002_		
Due date (five years after triggering action date): _09_ / _30_ / _07_		

THIRD FIVE-YEAR REVIEW REPORT FOR THE OAK GROVE SANITARY LANDFILL

Issues:

- Evaluate remaining levels of Arsenic in ground water at the site.
- Long-term stewardship must be assured which includes maintaining and monitoring effective ICs

Recommendation and Follow-up Actions:

- Additional sampling and analysis of ground water for Arsenic.
- MPCA intends to develop a Land Use Plan pursuant to Minn. 115B.412 Subd 9.

Protectiveness Statement(s):

The remedy at Operable Unit 1 (SCOU) of the Oak Grove Sanitary Landfill is currently protective of human health and the environment. All immediate threats at the site have been addressed. All threats at the Site have been addressed through stabilization and capping of the landfill, the installation of fencing and warning signs, and the implementation of institutional controls and Site ownership by the MPCA. Additionally, exposure pathways that could result in unacceptable risks are being controlled and institutional controls are preventing exposure to, or the ingestion of, contaminated groundwater.

The remedy at Operable Unit 2 (GWOU) is protective of human health and the environment in the short-term because exposure pathways to remaining groundwater contamination have been eliminated by the purchase of properties adjacent to the landfill and implementation of associated restrictive covenants on the properties restricting groundwater use. Long-term protectiveness of human health and the environment will be achieved upon attainment of groundwater cleanup goals through natural attenuation, and implementation and compliance with MPCA's land management plan for the Site.

Long-term protectiveness of the overall remedial actions at the site will be verified by obtaining additional groundwater samples to fully evaluate any exceedance of the groundwater cleanup standard for Arsenic. Current monitoring data indicate that the remedy is functioning as required to achieve groundwater cleanup goals. Long-term protectiveness also requires compliance with effective institutional controls which will be assured by maintaining and monitoring effective institutional controls.

Third Five-Year Review Report Oak Grove Sanitary Landfill

I. Introduction

The purpose of the five-year review is to determine whether the remedy at a site is protective of human health and the environment. The methods, findings, and conclusions of reviews are documented in Five-Year Review reports. In addition, Five-Year Review reports identify issues found during the review, if any, and identify recommendations to address them.

The Agency is preparing this Five-Year Review report pursuant to CERCLA §121 and the National Contingency Plan (NCP). CERCLA §121 states:

If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented. In addition, if upon such review it is the judgement of the President that action is appropriate at such site in accordance with section [104] or [106], the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the results of all such reviews, and any actions taken as a result of such reviews.

The Agency interpreted this requirement further in the NCP; 40 CFR 300.430(f)(4)(ii) states:

If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such action no less often than every five years after the initiation of the selected remedial action.

The Minnesota Pollution Control Agency (MPCA) and the United States Environmental Protection Agency (EPA), Region 5, conducted this five-year review of the remedy implemented at the Site. This review was conducted by the Project Managers for the entire site from July 2006 through June 2007. This report documents the results of the review.

This is the third five year review for the Site. The triggering action for this statutory five year review is the completion of the first Five Year Review on September 16, 1997, and the second five year review in September 2002. The five year review is required due to the fact that hazardous substances, pollutants, or contaminants remain at the site above levels that allow for unlimited use and unrestricted exposure.

II. Site Chronology
Table I - Chronology of Site Events

Event	Date
NPL RP Search	9/30/1985
Removal Assessment	1989-1991
Proposal to NPL	10/15/1984
Final listing on EPA National Priorities List	6/10/1986
Administrative Records Start	3/20/1988
Remedial Investigation/Feasibility Study (RI/FS) made available to public	9/30/1988
Proposed plan identifying EPA's preferred remedy presented to public; start of public comment period.	1988 & 1990
ROD for SCOU (Operable Unit #1)	1988
ROD for GWOU (Operable Unit #2)	1990
UAO issued by EPA to PRP group for RD/RA for both RODS	1991
Consent Decree finalizing settlement for responsible party performance of remedy entered by Federal Court	1994
Remedial Design Start	1988
Remedial Design Complete	1991
Remedial Action Start	1992
Remedial Action Complete	1993
Pre-final inspection	08/10/1993
Pre-final inspection of Phase II remedial action	1993
Preliminary Close Out Report signed	8/13/1993
Agreement signed by EPA and MPCA under which MPCA assumes responsibility for O&M and future response actions for 9 sites, including Oak Grove Landfill	1995
Landfill Cleanup Agreement between MPCA and certain PRPs	March 5, 1996
Deletion from the NPL	10/17/1996
First Five-Year Review	9/16/1997
Second Five-Year Review	9/30/2002

III. Background

Physical Characteristics:

The Site is located in the City of Oak Grove, Anoka County, (T33N, R24W, Sect. 28). Figure 1, in the attached 2006 Annual Report, provides a Site location map. The waste footprint of the Site's landfill is approximately 50 acres and contains approximately 2,500,000 cubic yards of waste. The Site's landfill was under private ownership when in operation.

Land and Resource Use:

The Oak Grove Sanitary Landfill and adjacent properties, with the exception of the Farmstead Property, are now owned by the State of Minnesota. The parcels were purchased by the State subsequent to the Site's inclusion in the MPCA's Closed Landfill Program. Approximately 330 people live within one mile of the site, and 9,800 people live within four miles. The majority of these residents depend on water from wells. However, the lower aquifer is used for residential drinking water and has not been impacted from the site. A creek flows through the site and is adjacent to a wetland, discharging to the Rum River two miles from the site. The landfill and adjacent areas have been used as habitat by the wildlife of the area.

In accordance with the legislation enacted in 1992 (Minn. Laws 1992, Ch. 513, Art. 2, Sec. 2, Subd. 3), the Minnesota Pollution Control Agency (MPCA) assessed and classified closed landfills in Minnesota. According to that assessment and classification, the Site's landfill was given a rank of A and a score of 41. This classification was revised after final cover reconstruction and installation of an active gas extraction system in 1993. The revised rank was D and the score was 16.5.

The Landfill Cleanup Agreement, entitled "Landfill Agreement Between Egan Family Trust, Residential Property Owners, Oak Grove Trust and the Commissioner of the Minnesota Control Agency Pursuant to Minn. Stat. §115B.39-115B.46, was signed March 5, 1996, and the Notice of Compliance (NOC) was issued on April 17, 1996. The agreements and restrictions contained in the Landfill Cleanup Agreement are discussed further in the Section below regarding Institutional Controls. The MPCA removed this site from the Permanent List of Priorities in June of 1996. The EPA deleted this site from the National Priorities List (NPL) on October 17, 1996.

History of Contamination:

The Site's landfill began operations in 1967 as an open dump receiving mixed municipal and industrial solid waste. In 1971, a solid waste landfill permit was issued to the owner of the Site, Mr. Joseph Egan, by the MPCA. In 1976, landfill operations were assumed by a group of nine refuse haulers known as Northwest Disposal, Inc. All land filling operations ceased in January 1984, when the landfill reached capacity. However, industrial solid and liquid waste were present in the Site's landfill such as sludges, solvent waste, acid, chlorinated and un-chlorinated compounds, cutting oils, organic compounds, cleaning solvents and inks. After disposal

operations ceased, Northwest Disposal, Inc., was given permission to cover the landfill with wastewater treatment sludge. In November 1985, MPCA withdrew this permission due to uneven application.

Initial Response:

Groundwater contamination was discovered in monitoring wells at the Site in 1984 and the MPCA issued a Request for Response Action (RFRA) to the owners and operators of the Site's landfill on August 28, 1984. The RFRA was issued for the purpose of completing closure activities and initiating a Remedial Investigation/Feasibility Study (RI/FS) to determine the magnitude of contamination.

After reviewing data from the Site, the Site was included on the NPL on June 10, 1986. In 1985 an RI/FS under the Comprehensive Response, Compensation and Liability Act (CERCLA) was initiated. The RI/FS was completed in 1990 and a record of decision (ROD) for the source control operable unit (SCOU) was finalized on September 30, 1988, and the groundwater operable unit (GWOU) ROD was finalized on December 21, 1990.

Basis for Taking Action:

Contaminants:

Hazardous substances that have been released at the Site in each media include:

Soil

Acetone
Methylene chloride
Toluene
Ethyl benzene
Xylenes
Chloroform
2-butane

Groundwater

VOCs
Xylenes
Arsenic
Barium
Nickel
Zinc
PCBs

Leachate

Acetone
Methylene chloride
Toluene
2-butanone
Methyl ethyl ketone
4-methyl-2-pentanone
4-methylphenol
Benzoic acid
DDT

Surface Water

Chloroethane
Methylene chloride
Acetone
1,1-dichloroethane
4-methyl-2-pentanone
4-methylphenol
Benzoic acid

Chromium

Barium

Vanadium

Cyanide

Trichloroethane

Trans-1,2-dichloroethane

Wetland

Chloroethane
Methylene Chloride

Exposure to soil and groundwater leachate is associated with significant human health risks, due to exceedance of EPA's risk management criteria for either the average or the reasonable maximum exposure scenarios. There are carcinogenic risks from exposure to all media due to

the high concentrations of carcinogenic polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs). Potential risks associated with exposure to the Site are attributed to the presence of a variety of VOC contaminants that exist at concentrations that exceed State and Federal MCLs.

IV. Remedial Action (RA)

Remedy Selection:

The remedial action for the Site includes two operable units. The first operable unit (SCOU) addresses the source of contamination by containing the on site waste and contaminated soil. The function of this operable unit is to provide a final cover system for the landfill which will prevent or minimize groundwater contamination and risks associated with exposure to the contaminated materials. The ROD for this Operable Unit was signed on September 30, 1988.

The second operable unit (GWOU) addresses groundwater remediation. Results from the second operable unit RI/FS indicated that groundwater contamination was being remediated via natural attenuation. Contaminated groundwater from the shallow aquifer discharges to the adjacent wetlands by exiting through peat deposits. The peat deposits act as a natural filter by removing the contaminants. Installing a groundwater pump out system to remove the groundwater contaminants would have destroyed the adjacent wetland. Consequently, continued monitoring without active remediation was proposed for the second operable unit ROD. The ROD for the second operable unit was signed on December 21, 1990, and states that an active treatment system may be required if the results from such monitoring indicates that natural attenuation is not sufficient to remediate the groundwater.

The cover system described in the first operable unit ROD, in conjunction with the groundwater monitoring in the second operable unit ROD, comprises the final remedial action for the Site.

Remedial Action Objectives (RAOs) were developed as a result of data collected during the Remedial Investigation to aid in the development and screening of remedial alternatives to be considered for the ROD. The RAOs for the Site were divided into the following groups:

Source Control Operable Unit Remedial Action Objectives:

- Minimize the migration of contaminants from the property soils and leachate to groundwater;
- Reduce risks to human health by preventing direct contact with, and ingestion of, contaminants in the property soils, wetland and leachate; and prevent potential ingestion of contaminated groundwater;
- Reduce risks to the environment by preventing direct contact with, and ingestion of, contaminants in the wetland; and
- Minimize the migration of contaminants (*i.e.*, from property soils, leachate, and wetland) that could result in surface water concentrations in excess of Water Quality Criteria.

Ground Water Operable Unit Remedial Action Objectives:

- Eliminate or minimize the threat posed to human health and the environment by preventing exposure to groundwater contaminants;
- Prevent further migration of groundwater contamination beyond its current extent; and
- Restore contaminated groundwater to Federal and State applicable or relevant and appropriate requirements (ARARs), including drinking water standards, and to a level that is protective of human health and the environment within a reasonable period of time.

Components of Selected Remedy:

The major components of the source control remedy selected in the ROD included the following:

1. Installing a security fence around the landfill site;
2. Capping with a final cover system consisting of a gas control layer, a barrier layer of low permeable material or a flexible membrane, and a drainage layer;
3. Topsoil cover and vegetation;
4. Site deed restrictions limiting further use of the site;
5. Treatment options for air emissions from gas vents will be considered after construction of the final cover;
6. Consideration during design of the need for extra protection from frost damage without significantly increasing cost or the likelihood of failure; and
7. Air and groundwater monitoring to ensure the effectiveness of the remedial action.

The major components of the groundwater remedy selected in the groundwater ROD included the following:

1. Long-term monitoring of the shallow and deep aquifers for chemicals of concern.
2. Long-term monitoring of surface water for the same constituents which are monitored for in groundwater. Surface water monitoring points will be established based on a conductivity survey.
3. Long term monitoring of sediments.
4. Implementation of institutional controls and non-essential wells would be abandoned.
5. Natural attenuation of shallow groundwater.

Remedy Implementation:

The final remedy implementation began on December 23, 1991. The construction components of the remedy included the following:

- Installation of fence around the perimeter of the landfill.
- Installation, Operation and Maintenance of a groundwater, surface water and sediment monitoring program.
- Install a multi layer cover. The components of this cover include a 24 inch soil layer, a six to twelve inch drainage layer, a 60 mil geo-membrane layer, a gas venting/collection system and a foundation layer of at least 12 inches in thickness.
- Install, operate and maintain an ambient air monitoring program around the perimeter of the landfill.

Construction activities at the Site occurred over two construction seasons. The first season began June 1992 and concluded October 1992. During this period new wells were installed, old wells were abandoned, permanent surface water and sediment sample points were established, a round of sampling occurred, debris was cleared from the Site and a portion of the fence was installed.

The second phase of construction began February 1993 and was concluded August 20, 1993 with the demobilization of equipment from the Site. The majority of work performed under phase two dealt with the construction of the cover system.

A pre-final inspection was conducted on August 10, 1993. A Preliminary Close Out Report (PCOR) was signed on August 13, 1993.

Institutional Controls:

Institutional controls (ICs) are required to ensure the protectiveness of the remedy.

ICs are non-engineered instruments, such as administrative and/or legal controls, that help minimize the potential for exposure to contamination and protect the integrity of the remedy. Compliance with ICs is required to assure long-term protectiveness for any areas which do not allow for unlimited use or unrestricted exposure (UU/UE).

Table II below summarizes institutional controls for these restricted areas.

Table II - Institutional Controls Summary Table

Media, Engineered Controls, & Areas that Do Not Support UU/UE Based on Current Conditions.	IC Objective	Title of Institutional Control Instrument Implemented (note if planned)
Landfill Area – Area where landfill has been capped to contain waste. (State Owned Property)	Prohibit any use that disturbs the integrity of the final cover, liners and any other component of the containment system or monitoring systems	Minn Stat.§115B.16 Subd. 1 (implemented) Minn. Stat.§115B.412 Subd. 9 (implemented) MPCA Land Use Plan (planned)
Farmstead and Equivalent Property, Residential Properties, Former Wells and Egan Properties, and Oak Grove Trust.	Prohibit uses which are inconsistent with the remedy and allow access to protect integrity of the remedy	Minn. Stat.§115B.40 Subd. 4(d) Landfill Agreement and recorded Warranty Deeds and Easements (implemented)
Groundwater Area-current area that exceeds groundwater cleanup standards identified in Attachment 5 which is within the boundary of the landfill	Prohibit groundwater use until cleanup standards are achieved; A water well location must be no less than 150 feet upgrade from a sanitary landfill.	Landfill Agreement and recorded Restrictive Covenant (implemented described below) Minnesota Rule 4725.4450 subpt 1.B (implemented)
Area Where Gas Migration Has Occurred.	Prohibit residential use, prohibit groundwater use, Protect integrity of the remedy	Landfill Agreement and recorded Restrictive Covenant (described below)

In 1994, Minnesota amended the Minnesota Environmental Response and Liability Act (MERLA), Minn. Stat. §115B.01 et seq., the Minnesota equivalent to CERCLA, with the Minnesota Landfill Cleanup Act (MLCA), Minn. Stat. § 115B.39-115B.445. Pursuant to the MLCA, title to the Site was obtained by MPCA in August 1996. MPCA subsequently recorded the deed in January 2000. Under the MLCA, Owners/Operators of “Qualified Facilities” (those landfills that stopped accepting waste prior to 1995), such as the Oak Grove Sanitary Landfill, must initially complete remedial action at the site as directed by the MPCA. Upon completion of remedial action, the MPCA issues a Notice of Compliance to the Owner/Operator and becomes responsible for any future remedial action that is necessary (issued for the Site on April 17, 1996).

Under the MLCA the MPCA is required to develop a land use plan for each Qualified Facility. The land use plan is to prevent any use that disturbs the integrity of the final cover, liner, and any other components of any containment system, or the function of any monitoring system unless the [MPCA] finds the disturbance: (1) necessary to the proposed use of the property, and will not increase the potential hazard to human health or the environment; or (2) is necessary to

reduce a threat to human health or the environment.” Minn. Stat. § 115B.412, Subd. 9. Furthermore, local land use plans must be consistent with the MPCA land use plan under Minn. Stat. §115.412. Subd. 9.

The Owner/Operator of a Qualified Facility is required to enter into a “Binding Agreement” with the MPCA concerning the future of the site. Minn. Stat. § 115B.40, Subd. 4(b)(2). Among other things, the Binding Agreement requires the Owner/Operator to cooperate with the MPCA in “taking additional environmental response actions necessary to address releases or threatened releases and to avoid any action that interferes with environmental response actions.” Minn. Stat. §115B.40, Subd. 4(b)(2)(ii).

On March 5, 1996, the MPCA entered into a Landfill Cleanup Agreement with respect to the Site under the MLCA. Minn. Stat. § 115B.39-46. That agreement is entitled “Landfill Agreement Between Egan Family Trust, Residential Property Owners, Oak Grove Trust and Commissioner of the Minnesota Control Agency. Pursuant to Minn. Stat. §115B.39-115B.46” (the Agreement). Pursuant to Minn. Stat. § 115B.40, Subd. 4(d), the agreement must be in writing and must apply to and be binding upon the successors and assigns of the owner. Additionally, the owner is required to record the agreement, or a memorandum approved by the commissioner that summarizes the agreement, with the county recorder or registrar of titles of the county where the property is located. On March 1, 2000, a memorandum of the Agreement was recorded. The memorandum acknowledges the existence of the Agreement and its binding effect upon the purchaser of the property, the MPCA, which has assumed responsibility for environmental response actions at the Site.

Several land use restrictions, which operate as Institutional Controls, are a part of the Agreement. The first grants the MPCA and its agents an easement to enter the Property and take such action as may be necessary to carry out its duties under the MLCA. The second is a declaration of restrictions and covenants that detail several prohibited activities:

- No drinking water wells to be installed on the Site without the written approval of the Commissioner and the Minnesota Department of Health.
- No activity that will disturb the soil, surface water or ground water on the Site.
- No residential occupancy of any kind on the Site.
- No storage of vehicles or equipment on the Site without an asphalt pad underneath.

Quoting from a February 26, 2007 letter from the State of Minnesota Office of the Attorney General to the U.S. EPA, the following documents are the relevant land use and/or purchase agreements:

1. Memorandum of Landfill Cleanup Agreement Regarding the Oak Grove Sanitary Landfill, recorded by the Anoka County Recorder as Document No. 1498181.
2. Warranty Deed of conveyance by the Egan Family Trust to the State of Minnesota, recorded by the Anoka County Recorder as Document No. 1482837, and Land Use

documents executed by the Egan Family Trust that were recorded with the deed, Documents Nos. 1482835 and 1482836.

The Warranty Deed conveyed the real property that was formerly permitted by MPCA as the Oak Grove Sanitary Landfill, except for a 4.65 acre parcel referred to in the Landfill Cleanup Agreement as the "Farmstead Property." The Farmstead Property was retained by the Egan Family Trust. However, the landfill facility, including the cover and other remedial installations, is located entirely within the area conveyed to the State. In lieu of the Farmstead Property, the Egan Family Trust conveyed a parcel of equal acreage to the State, which abuts the southeast corner of the landfill parcel (referred to as the "Equivalent Property"). The Farmstead Property remains subject to the declaration of restrictions and covenants contained in the Agreement. However, because the Agreement contains a provision that the use restrictions "shall continue and shall run with the property unless and until title to the property is conveyed to the Commissioner" the property now owned by the MPCA is no longer subject to the use restrictions contained in the Agreement.

3. Easement (Attachment D to the Agreement), recorded by the Anoka County Recorder as Document No. 1498182. This easement applies to the Farmstead Property, and provides for access and authority of the MPCA to take environmental investigative and monitoring actions, including installation of additional monitoring wells or devices, and structures needed to restrict public access.
4. Declaration of Restriction and Covenants (Attachment F to the Agreement), recorded by the Anoka County Recorder as Document No. 1498183. This restrictive covenant applies to the Farmstead Property and prohibits certain activities without obtaining prior approval from the MPCA. The prohibited activities include: installation of drinking water wells; excavation, dewatering or other construction activity that disturbs soil, surface water or ground water on the property; and residential occupancy on the property.

In addition, three residential properties adjoining the Site were conveyed to the State, as follows:

5. On September 28, 1996, Michael P. Egan conveyed to the State of Minnesota real property, recorded by the Anoka County Recorder as Document No. 1269284.
6. On September 30, 1996, Robert L. Wells and Margaret J. Wells, conveyed to the State of Minnesota real property, recorded by the Anoka County Recorder as Document No. 1269280.
7. On October 22, 1996, Joseph J. Egan and Virginia M. Egan conveyed to the State of Minnesota real property, recorded by the Anoka County Recorder as Document No. 1269282.

The Landfill Agreement, and the relevant recorded real property agreements set forth above are included as Attachment 2. In summary, all Non UU/UA areas are addressed effectively by

institutional controls as determined by IC evaluation activities which are discussed above. The Site is currently owned by the MPCA pursuant to the MLCA (under which the MPCA assumes responsibility for the operation and cleanup of closed municipal landfills), and institutional controls protective of the remedy are in place and recorded with the Anoka County Recorder for the Farmstead Property, which is the only portion of the Site not owned by the MPCA. Based on the site inspection conducted by U.S. EPA and MPCA on April 24, 2007, compliance with the use restrictions was observed. No Site uses inconsistent with the intended uses and restrictions as depicted in the ICs were observed. Further, there was no evidence of impairments of the remedial action components at the Site.

Last, since compliance with ICs is necessary to assure the protectiveness of the remedy, planning for long-term stewardship is required. Long-term stewardship will ensure effective ICs are maintained and monitored and the remedy continues to function as intended with regard to ICs. Long-term stewardship procedures will be documented in a land use plan which will be developed by MPCA. This plan will include documentation of procedures for regular inspection of ICs at the site, and mapping of the areas which do not allow for unrestricted use and unlimited exposure. Also, use of a communications plan and use of a one-call system might be explored. The land use plan will be made available to the public and will be published on MPCA's website. Additionally, the results of the inspections and annual IC evaluations to determine if ICs are in place and effective will be contained in an annual report provided to U.S. EPA and placed on MPCA's website for public availability.

System Operation/Operation and Maintenance (O & M):

In 1993, a final cover using a 60-mil geosynthetic barrier layer was constructed. Additionally, passive gas vents and eight active gas extraction wells were installed. There was some minor erosion of the cap noted during the 1997 inspections. In 1998, the following cover work was conducted:

- The landfill cover was fertilized;
- The landfill cover was mowed; and
- Some areas of minor erosion were corrected.

In June 2002, the cap was enhanced as part of an active gas system installation. Much of the cover was re-seeded in 2003.

Land use restrictions that prohibit interference with the cap and underlying waste are necessary for the remedy to function as intended. The ROD states that institutional controls are necessary at the Site. The MPCA currently owns this Site pursuant to the MLCA, and institutional controls protective of the remedy are in place and recorded with the Anoka County Recorder. The MPCA has developed the Closed Landfill Program, to address cleanup and long term care of qualified facilities, including the Oak Grove Landfill.

Long term protectiveness at the site requires compliance with land and groundwater use restrictions. Long term stewardship/ monitoring are necessary to assure compliance with the designated use restrictions or ICs. MPCA is monitoring the Site uses, including inspecting the landfill cap and other areas where restrictions are imposed at the Site.

The Site does not have a Leachate Management System for leachate collection and the landfill is unlined.

In 2000, MPCA sent out a Level of Effort request to upgrade the gas extraction system to include the entire landfill. The design was completed in 2001 and construction of an active gas extraction system and a flare system for the entire site was completed by the end of 2002. Installation of this system reduces landfill gases emissions and reduces VOC migration to the local groundwater. Prior to this work, the Site had a passive gas venting system operating. Table 1 in the attached 2006 Annual Report summarizes the gas monitoring data collected in 2006.

There are 17 gas-monitoring probes installed around the perimeter of the site to monitor for the presence of landfill gas in the soil. There are five gas-monitoring probes located along the north side of the landfill that, at times, exceeded the 100% lower explosive limit (LEL) for methane in 2001. However, because houses adjacent to the landfill were removed, there are no residences currently at risk from the migration of landfill gas. Regular monitoring of the gas monitoring probes was initiated in 2001.

A number of the groundwater monitoring wells were abandoned at this site after completion of the Remedial Investigation and the installation of the site cap. The current groundwater monitoring system is adequate for the long-term monitoring needs at this site. Table III. below provides a summary of annual O&M costs over the last five years.

Table III. - System Operations / O & M Costs

From	To	Total Cost Rounded to Nearest \$1,000
7/2002	12/2006	\$346,000

Long term stewardship of the site has been assured by the inclusion of the site in MPCA's Closed Landfill Cleanup Program. The site and adjacent properties are now owned by the State of Minnesota, and the MPCA conducts site maintenance and monitoring through the implementation of an annual work plan and annual reports under their Closed Landfill Cleanup Program and the Minnesota Landfill Cleanup Act (MLCA). Long term stewardship and compliance with institutional controls will also be addressed by the MPCA Land Use Plan.

V. Progress Since the Last Five-Year Review

Table IV - Actions Taken Since the Last Five-Year Review					
Issues from Previous Review	Recommendations/ Follow-up Actions	Party Responsible	Milestone Date	Action Taken and Outcome	Date of Action
Evaluate potential migration of ground water contaminants.	Additional sampling and ground water analysis.	PRPs	Within the next 6 months.	MPCA conducted annual ground water monitoring under Closed Landfill Program.	Annual monitoring conducted 2002-2006.
Continue with routine site maintenance.	Annual mowing to the cover, site inspection and ground water.	PRPs	Annually	MPCA conducted site maintenance on a regular basis, including mowing the cover, monthly site inspections, and ground water monitoring.	2002-2006.
Install gas monitoring probe network around the landfill during 2003.	Monitoring to detect migration of landfill gas and thereby evaluate the effectiveness of the newly installed active gas system.	PRPs	2003	Network of 17 gas monitoring probes installed and are monitored on monthly basis.	2003. Monitoring continues by MPCA on monthly basis

Since the last Five Year Review Report was prepared, the MPCA has continued with routine site maintenance, including annual mowing of the vegetative cover and site inspections of cover integrity.

The site was surveyed in 2001 in anticipation of active gas system construction. Construction of the full site active gas extraction and flare system was completed in 2002. Operation and trouble shooting of the system was conducted over 2002-2003. Monitoring of the network of 17 gas monitoring probes was initiated by MPCA and has continued on a monthly basis. The results of the most recent gas monitoring can be found in Table 1 of the 2006 Annual Report, and in the Annual Reports for 2002, 2003, 2004, and 2005.

Over the last five years, MPCA has continued with monitoring of the ground water. This information is included in the Site Annual Reports for 2002, 2003, 2004, 2005, and 2006. These results have shown long-term downward trends in total volatile organic compounds (VOCs), in the shallow and deep portions of the aquifer, and generally indicate continued improvements to groundwater quality beneath the Oak Grove Landfill. There were no exceedances of drinking water standards for any VOCs in 2006. The only exceedance of a ground water standard was for Arsenic in 3 wells.

VI. Five-year Review Process

Administrative Components:

The Third Five Year Review Report was written and completed by U.S. EPA, based on the technical review of the Site by members of the MPCA staff. This Third Five Year Review Report was written by Sirtaj Ahmed of U.S. EPA.

From August 2006 to June 2007, the review team established the review schedule including the following components:

- Community Involvement;
- Document Review;
- Data Review;
- Site Inspection;
- Local Interviews; and
- Five-Year Review Report Development and Review.

The schedule extended through June 2007.

Community Involvement:

A notice was made in the local newspaper on December 8, 2006 announcing the initiation of the Five Year Review. A notice will be made to the public announcing the completion of the Five Year Review Report and providing a summary of the Five Year Review findings, protectiveness of the remedy, and advising the community where a copy of the review report can be found. This Five Year Review Report can be found in the Site's Information Repository.

Document Review:

This Five Year Review consisted of a review of relevant documents including O&M records, monitoring data, and the MPCA's Annual Reports, including the May 31, 2007 report titled "2006 Annual Report, Oak Grove Sanitary Landfill" (Attachment 1). All cleanup standards in the ROD were reviewed.

Data Review:

Groundwater Monitoring

Groundwater monitoring has been conducted at the Site since the 1980s. A Site map of Oak Grove Sanitary Landfill with contours and monitoring wells is shown in Figures 2 and 6 in the 2006 Annual Report (Attachment 1). In general, most contaminants were detected at their

highest levels early in the RI/FS history of the Site.

Three water quality sampling events occurred in 2006 at the Oak Grove Landfill. During each of the sampling events, Interpoll Laboratories collected samples from the groundwater monitoring wells for analyses by the Minnesota Department of Health Laboratories. The groundwater elevation trends are shown as Figures 4 and 5 of Attachment 1. The contours on Figure 6 represent the Summer 2006 groundwater elevation measurements. As depicted in Figure 6, groundwater flow beneath the Oak Grove Landfill is toward the south and Cedar Creek.

The results of the laboratory analyses of the groundwater samples collected during 2006 indicate low level impacts to the groundwater from the Oak Grove Landfill to the shallow groundwater. The graphs on Figures 7 and 8 in the 2006 Annual Report (Attachment 1) show long-term downward trends in total volatile organic compounds (VOCs), in the shallow and deep portions of the aquifer. This trend can be seen for specific compounds in some detail in Figures 9 and 10 in the 2006 Annual Report for monitoring wells MW-301S and MW-302D. The data generally indicate continued improvements to groundwater quality beneath the Oak Grove Landfill. There were no exceedances of drinking water standards for any VOCs in 2006. The concentration contours of VOC distribution are shown in Figure 11 in the 2006 Annual Report (Attachment 1). The only exceedance of a groundwater standard was for Arsenic in 3 monitoring wells near the site (see Table V below, which is the same as Table 2 in Attachment 1). Although Arsenic is found naturally, even at these levels, in some ground water systems, it is clear from the distribution of Arsenic at this site that the landfill is the source of the elevated levels. The concentration contours of Arsenic distribution are shown in Figure 12 in the 2006 Annual Report (Attachment 1).

Table V - Summary of Groundwater Exceedances

Well	DATE	PARAMETER	RESULT	UNITS	MCL	LIMIT
MW-301D	05-Sep-06	Arsenic	20	ug/L	10	10
MW-302D	05-Sep-06	Arsenic	62	ug/L	10	10
MW-303D	05-Sep-06	Arsenic	43	ug/L	10	10

With the addition of an active gas extraction system, additional improvement trends are expected. Currently, the ground water contaminant results and contours indicate an overall trend of continued reductions in levels of VOCs and Arsenic. In addition, any contaminant levels of concern are found in monitoring wells located in areas covered by the Site restrictive covenants.

Gas Monitoring

There are 17 methane monitoring probes installed around the perimeter of the site (see Figure 3) to monitor for the presence of methane gas in the soil away from the fill area (see Table VI below, which is the same as Table 1 in Attachment 1). Regular monitoring of the methane monitoring probes was conducted in 2006. There are three gas monitoring probes adjacent to

the northern waste footprint that, at times, had measurable but not problematic levels of methane gas. There are no residences currently at risk due to migration of landfill gas.

Table VI - Methane Gas Summary

FACILITY:	OAK GROVE SANITARY LANDFILL							
PARAMETER:	Methane							
DATE	GP-1	GP-10	GP-11	GP-12	GP-13	GP-14	GP-15	GP-16
01/09/2006	0	0	0	0	0	0	0	0
02/20/2006	0	0	0	0	0	0	0	0
03/03/2006	0	0	0	0	0	0	0	0
04/06/2006	0	0	0	0	0	0	0	0
05/11/2006	0	0	0	0	0	0	0	0
06/08/2006	0	0	0	0	0	0	0	0
07/14/2006	0	0	0	0	0	0	0	0
DATE	GP-1	GP-10	GP-11	GP-12	GP-13	GP-14	GP-15	GP-16
09/18/2006	0	0	0	0	0	0	0	0
10/06/2006	0	0	0	0	0	0	0	0
11/14/2006	0	0	0	0	0	0	0	0
12/18/2006	0	0	0	0	0	0	0	0

DATE	GP-17	GP-2	GP-3	GP-4	GP-5	GP-6	GP-7	GP-8	GP-9
01/09/2006	0	0	0	0	0	2.1	0	1.1	0.8
02/20/2006	0	0	0	0	0	1.8	0	0.9	0.7
03/03/2006	0	0	0	0	0	0.9	0	0.5	0.4
04/06/2006	0	0	0	0	0	0	0	0	0
05/11/2006	0	0	0	0	0	0	0	0	0
06/08/2006	0	0	0	0	0	0	0	0	0
07/14/2006	0	0	0	0	0	0	0	0	0
09/18/2006	0	0	0	0	0	0	0	0	0
10/06/2006	0	0	0	0	0	0	0	0	0
11/14/2006	0	0	0	0	0	0	0	0	0
12/18/2006	0	0	0	0	0	0	0	0	0

DATE	GP-1	GP-2	GP-3	GP-4	GP-5	GP-6	GP-7	GP-8	GP-9
1/21/2005	0	0	0	0	0	0	1.1	4.6	0.2
2/14/2005	0	0	0	0	0	0	0	38.6	0
3/14/2005	0	0	0	0	0	0	0	0	0
4/13/2005	0	0	0	0	0	0	0	0	0
5/11/2005	0	0	0	0	0	0	0	0	0
6/15/2005	0	0	0	0	0	0	0	0	0
7/25/2005	0	0	0	0	0	0	0	0	0
8/5/2005	0	0	0	0	0	0	0	0	0
9/9/2005	0	0	0	0	0	49	51.2	51.5	41.6
10/21/2005	0	0	0	0	0	13.8	12.2	9.2	5.7
DATE	GP-10	GP-11	GP-12	GP-13	GP-14	GP-15	GP-16	GP-17	
1/21/2005	0	0	0	0	0	0	0.2	0	

2/14/2005	0	0	0	0	0	0	0	0	
3/14/2005	0	0	0	0	0	0	0	0	
4/13/2005	0	0	0	0	0	0	0	0	
5/11/2005	0	0	0	0	0	0	0	0	
Table VI - Methane Gas Summary (continued)									
DATE	GP-10	GP-11	GP-12	GP-13	GP-14	GP-15	GP-16	GP-17	
6/15/2005	0	0	0	0	0	0	0	0	
7/25/2005	0	0	0	0	0	0	0	0	
8/5/2005	0	0	0	0	0	0	0	0	
9/9/2005	36.2	2.1	27.1	0	0	0	0	0	
10/21/2005	0.2	0	0	0	0	0	0	0	

Surface Water Monitoring

Three surface water monitoring points have been sampled intermittently at the Oak Grove Sanitary Landfill. Surface water samples were drawn from the wetlands adjacent to Cedar Creek. The most recent surface water samples (April, 2005) have shown no impacts from the Landfill for VOCs. There was no surface water sampling in 2006. Additional inorganic (metals – e.g. Arsenic) sampling is to be conducted in 2007 to assess potential adverse impacts to the wetlands.

Site Inspection:

Regular monthly inspections related to the landfill conditions were completed by MPCA throughout the time from 2002 through 2006. No major issues were identified in these inspections. Site inspections take place on a regular basis and will continue on a long-term basis. The U.S.EPA RPM for the site, Sirtaj Ahmed, conducted a site inspection in conjunction with MPCA staff for this Five Year Review on 4/24/07, with no major issues identified.

Interviews:

In processing this report, U.S. EPA interviewed the MPCA to obtain information. There are currently no concerns identified by MPCA at this site.

VII. Technical Assessment

Question A: Is the remedy functioning as intended by the decision documents?

YES.

The review of documents, ARARS, risk assumptions, and the results of the site inspection indicates that the remedy is functioning as intended by the ROD. The stabilization and capping of contaminated soils and sediments has achieved the remedial objectives to minimize the migration of contaminants to groundwater and surface water and prevent direct contact with, or ingestion of, contaminants in soil and sediments. State ownership of the landfill area and the State's acquisition of restrictive covenants from adjacent landowners currently prevent interference with the landfill containment system and exposure to, or ingestion of, contaminated

groundwater.

Operation and maintenance (O&M) of the cap and wells have been effective. O&M annual costs are consistent with original estimates and there are no indications of any difficulties with the remedy.

Land use restrictions that prohibit interference with the cap and underlying waste are necessary for the remedy to function as intended. The MPCA currently owns this Site pursuant to the MLCA, and institutional controls protective of the remedy are in place and recorded with the Anoka County Recorder for the Farmstead Property. This Agreement includes restrictive covenants restricting use of the property and requiring MPCA approval of any well installation. (See Attachment 2). Based on inspections, monitoring and interviews with MPCA officials, there appears to be compliance with the land and groundwater use restrictions. No activities were observed that would have violated the institutional controls. The cap and the surrounding area were undisturbed, and no new uses of groundwater were observed. The fence around the Site is intact and in good repair.

Question B: Are the exposure assumptions, toxicity data cleanup levels and remedial action objectives (RAOs) used at the time of the remedy selection still valid?

YES

Changes in Exposure Pathways, Toxicity, and Other Contaminant Characteristics:

The exposure assumptions used to develop the Human Health Risk Assessment included both current exposures (older child trespasser, adult trespasser) and potential future exposures (young and older future child resident, future adult resident and future adult worker). There have been no changes in the toxicity factors for the contaminants of concern that were used in the baseline risk assessment. These assumptions are considered to be conservative and reasonable in evaluating risk and developing risk-based cleanup levels. No change to these assumptions, or the cleanup levels developed from them is warranted. There has been no change to the standardized risk assessment methodology that could affect the protectiveness of the remedy. The remedy is progressing as expected and it is expected that all groundwater cleanup levels will be met within approximately the time frame stated in the ROD

Question C: Has any other information come to light that could call into question the protectiveness of the remedy?

NO

No ecological targets were identified during the baseline risk assessment and none were identified during the five-year review, and therefore monitoring of ecological targets is not necessary. All sediment and surface water samples analyzed found no contamination of wetlands or surface water. No weather-related events have affected the protectiveness of the remedy. There is no other information that calls into question the protectiveness of the remedy. There

have been no changes in the physical conditions of the site that would affect the protectiveness of the remedy. Although there are exceedances of Arsenic at three monitoring wells at the site, this contamination is confined to a plume where necessary institutional controls are in place to restrict ground water use, and it is expected that contaminant levels will naturally decrease in the long-term.

Technical Assessment Summary

According to the data reviewed, the site inspection, and the interviews, the remedy is functioning as intended by the ROD. There have been no changes in the physical conditions of the site that would affect the protectiveness of the remedy. There have been no changes in the toxicity factors for the contaminants of concern that were used in the baseline risk assessment, and there have been no changes to the standardized risk assessment methodology that could affect the protectiveness of the remedy. There is no other information that calls into question the protectiveness of the remedy.

VIII. Issues

Table VII - Issues

Issue	Currently Affects Protectiveness (Y/N)	Affects Future Protectiveness (Y/N)
Evaluate remaining levels of Arsenic in ground water at the site.	N	Y
Long-term stewardship must be assured which includes maintaining and monitoring effective ICs	N	Y

IX. Recommendations and Follow-Up Actions

Table VIII - Recommendations and Follow-Up Actions

Issue	Recommendations Follow-up Actions	Party Responsible	Oversight Agency	Milestone Date	Affects Protectiveness? (Y/N)	
					Current	Future
Evaluate remaining levels of Arsenic in ground water at the site.	Additional sampling and analysis of ground water for Arsenic.	MPCA	MPCA	Within the next 6 months	N	Y
Long-term stewardship must be assured which includes maintaining and monitoring effective ICs.	MPCA intends to develop a Land Use Plan pursuant to Minn. § 115B.412 Subdiv. 9	MPCA	MPCA/ U.S. EPA	Within 1 year.	N	Y

X. Protectiveness Statement

The remedy at Operable Unit 1 (SCOU) of the Oak Grove Sanitary Landfill is currently protective of human health and the environment. All immediate threats at the site have been addressed. All threats at the Site have been addressed through stabilization and capping of the landfill, the installation of fencing and warning signs, and the implementation of institutional controls and Site ownership by the MPCA. Additionally, exposure pathways that could result in unacceptable risks are being controlled and institutional controls are preventing exposure to, or the ingestion of, contaminated groundwater.

The remedy at Operable Unit 2 (GWOU) is protective of human health and the environment in the short-term because exposure pathways to remaining groundwater contamination have been eliminated by the purchase of properties adjacent to the landfill and implementation of associated restrictive covenants on the properties restricting ground water use. Long-term protectiveness of human health and the environment will be achieved upon attainment of groundwater cleanup goals through natural attenuation, and implementation and compliance with MPCA's land management plan for the Site.

Long-term protectiveness of the overall remedial actions at the site will be verified by obtaining additional groundwater samples to fully evaluate any exceedance of the groundwater cleanup standard for Arsenic. Current monitoring data indicate that the remedy is functioning as required

to achieve groundwater cleanup goals. Long-term protectiveness also requires compliance with effective institutional controls which will be assured by maintaining and monitoring effective institutional controls.

XI. Next Review

The next Five Year Review for the Site is required by five years after the issuance of this Third Five Year Review.

ATTACHMENT 1



**Minnesota Pollution
Control Agency's**

**Closed
Landfill
Program**

Annual Report 2006

**Oak Grove
Sanitary
Landfill**

SW-043



**The Closed Landfill Program
Petroleum & Landfill Remediation Section
Remediation Division
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, Minnesota 55155-4194**

Report Date

Forum completed: December 12, 2006

Report completed: May 31, 2007

MPCA Staff

**Project Leader: Jean Hanson, 651-296-7390
Hydrogeologist: Joe Julik, 651-296-8454
Engineer: Peter Tiffany, 651-296-7274
Regional Field Representative: Pat Hanson, 651-296-7740**

Table of Contents

I.	Site Background
II.	Site Engineering Summary
A.	Landfill Cover Maintenance / Construction Summary
B.	Leachate Management System Summary
1.	Leachate Management System Maintenance Summary
2.	Leachate Monitoring Summary
C.	Landfill Gas Management System Summary
1.	Landfill Gas Management System Maintenance Summary
2.	Methane Gas Monitoring Summary
D.	Additional Maintenance Summary
E.	Site Engineering Recommendations
III.	Site Environmental Monitoring Summary
A.	Groundwater Monitoring / Remediation System Summary
1.	Groundwater Monitoring System Maintenance Summary
2.	Groundwater Monitoring Summary
3.	Groundwater Remediation System Maintenance Summary
4.	Monitoring System Modifications
B.	Surface Water Monitoring Summary
C.	Additional Monitoring Summary
D.	Site Monitoring Recommendations
IV.	Off-Site Impacts and Concerns
V	Inspections
VI	Required Permits
VII	Summary of Site Recommendations
VIII	Land Recovered for Beneficial Use/Assistance to Local Units of Government
IX	Land Use Planning Issues
XI	Conclusions and Recommendations
XI	Certifications
A.	Hydrogeologic Certification
B.	Engineering Certification
C.	Annual Report Certification
D.	Field Inspector Certification
Figures	
Figure 1:	Site Location Map
Figure 2:	Site Map with Well Locations
Figure 3:	Site Map with Gas Probe Locations
Figure 4:	Groundwater Elevation Trends Shallow Drift Wells
Figure 5:	Groundwater Elevation Trends Deep Drift Wells
Figure 6:	Site Map with Water Table Contours
Figure 7:	Total VOCs Trends: Shallow Drift Wells
Figure 8:	Total VOCs Trends: Deep Drift Wells
Figure 9:	Site Map with Total VOC Contours
Figure 10:	Site Map with Arsenic Conc. Contours

Tables

- Table 1: Landfill Gas Summary**
- Table 2: Summary of Groundwater Exceedances**

Site Inspection Reports – See MPCA files

I. Site Background

The Oak Grove Sanitary Landfill (Landfill), located in the City of Oak Grove, Anoka County, (T33N, R24W, Sect. 28), received its first permit to accept waste on August 12, 1971, and continued operating until December 1, 1983. The waste footprint is approximately 50 acres and contains approximately 2,500,000 cubic yards of waste. The Landfill closed on December 1, 1983, incorporating limited cover that included lime sludge. In 1993 a final cover using a 60-mil geosynthetic barrier layer was constructed. Additionally, passive gas vents and eight active gas extraction wells were installed. A map showing the location of the Oak Grove Landfill is presented in Figure 1.

The Landfill was under private ownership when in operation. The Binding Agreement between the Egan Family Trust and the Closed Landfill Program of MPCA was signed March 5, 1996, and a Notice of Compliance was issued on April 17, 1996. The MPCA removed this site from the state's Permanent List of Priorities in June of 1996. The EPA delisted this site from the National Priorities List on October 17, 1996. The MPCA signed a settlement with the Egan Family Trust on December 21, 1999. This settlement was a three-party agreement among the city of Oak Grove, the Egan Family Trust and the MPCA. The city of Oak Grove was holding \$30,000 in reimbursement until the Egan Homestead property was cleaned up. MPCA gained clear title of the Landfill in January 2000.

In accordance with the legislation enacted in 1992, (Minn. Laws 1992, Ch. 513, Art. 2, Sec. 2, Subd.3), the Minnesota Pollution Control Agency (MPCA) assessed and classified closed landfills in Minnesota. According to that assessment and classification, the Oak Grove Sanitary Landfill was given a rank of A and a score of 41. This classification was revised following landfill final cover reconstruction and installation of both passive and active gas wells in 1993. The revised rank was D and the score was 16.5. The site was reclassified to a rank of B in 1997 due to concerns of landfill gas migration and the potential risks to 3 residences immediately adjacent to the landfill. These homes were subsequently purchased and demolished by the MPCA. The active gas extraction system, which functioned poorly during freezing weather, was turned off and the extraction wells were allowed to passively vent. The Landfill was re-classified again to a rank of B and a score of 16 due to continued environmental concerns related to ground water contamination and landfill gas emissions. The Landfill was rescored to D 13 in 2004 following completion of the Active Gas Extraction System and improvement in the ground water contamination (See section III below). A new gas extraction system and enclosed flare was installed in 2002 and 2003. This score reflects that the site has been closed with an upgraded cover, has an active gas extraction system and presents a low risk to human health and the environment.

II. Site Engineering Summary

A. Landfill Cover Maintenance / Construction Summary

There was some minor erosion of the cap noted during the 1997 inspections. Some areas of minor erosion were also corrected in 1998. In June 2002, the cap was enhanced as part of an active gas system installation. Much of the cover was regraded and reseeded in 2003. Cover maintenance and repairs continued as needed. The cover was inspected bi-weekly during 2006. The site was mowed in 2006. Other site work included turf maintenance, erosion repair, fence repair, etc. All site inspections and site maintenance work is detailed in the attached Operation and Maintenance summaries.

B. Leachate Management System Summary

1. Leachate Management System Maintenance Summary

The Oak Grove Landfill does not have a Leachate Management System for leachate collection. The Landfill is unlined. No leachate seeps around the Landfill have been observed

during this reporting period. There is however a condensate collection system installed as part of the active gas collection system.

2. Leachate Monitoring Summary

There are no leachate monitoring points at the Oak Grove Landfill.

C. Landfill Gas Management System Summary

1. Landfill Gas Management System Maintenance Summary

In June 2002, an active gas extraction system was constructed to address the continuing concerns for landfill gas migration. A total of 33 gas extraction wells were installed as part of the system. This system was completed and became fully operational in 2003. The landfill gas extraction system and flare is monitored and adjusted as necessary. See attached O&M summary reports for specific details.

2. Methane Gas Monitoring Summary

There are 17 methane monitoring probes installed around the perimeter of the site (see Figure 3) to monitor for the presence of methane gas in the soil away from the fill area (see Table 1 below). Regular monitoring of the methane monitoring probes was conducted in 2006. There are three gas monitoring probes adjacent to the northern waste footprint that, at times, had measurable but not problematic levels of methane gas. Several houses adjacent to the Landfill were purchased by the MPCA and removed. There are no residences currently at risk due to migration of landfill gas.

D. Additional Maintenance Summary

A property boundary and topographic surveys were completed as part of the active gas system installation. Excel Energy installed a system for remote reading of electrical meters in order to avoid complications with site access (2006). Also, a road to the top of the landfill is to be installed in 2007 or 2008. Some minor fencing repairs were made in 2006.

E. Site Engineering Recommendations

The active gas extraction system is maintained and operated continuously and will continue so for as long as is practicable.

Table 1
Methane Gas Summary

FACILITY: OAK GROVE SANITARY LANDFILL
PARAMETER: Methane

DATE	GP-1	GP-10	GP-11	GP-12	GP-13	GP-14	GP-15	GP-16
01/09/2006	0	0	0	0	0	0	0	0
02/20/2006	0	0	0	0	0	0	0	0
03/03/2006	0	0	0	0	0	0	0	0
04/06/2006	0	0	0	0	0	0	0	0
05/11/2006	0	0	0	0	0	0	0	0
06/08/2006	0	0	0	0	0	0	0	0
07/14/2006	0	0	0	0	0	0	0	0
09/18/2006	0	0	0	0	0	0	0	0
10/06/2006	0	0	0	0	0	0	0	0
11/14/2006	0	0	0	0	0	0	0	0
12/18/2006	0	0	0	0	0	0	0	0

(Table 1 –Continued Next Page)

DATE	GP-17	GP-2	GP-3	GP-4	GP-5	GP-6	GP-7	GP-8	GP-9
01/09/2006	0	0	0	0	0	2.1	0	1.1	0.8
02/20/2006	0	0	0	0	0	1.8	0	0.9	0.7
03/03/2006	0	0	0	0	0	0.9	0	0.5	0.4
04/06/2006	0	0	0	0	0	0	0	0	0
05/11/2006	0	0	0	0	0	0	0	0	0
06/08/2006	0	0	0	0	0	0	0	0	0
07/14/2006	0	0	0	0	0	0	0	0	0
09/18/2006	0	0	0	0	0	0	0	0	0
10/06/2006	0	0	0	0	0	0	0	0	0
11/14/2006	0	0	0	0	0	0	0	0	0
12/18/2006	0	0	0	0	0	0	0	0	0

III. Site Environmental Monitoring Summary

A. Groundwater Monitoring / Remediation System Maintenance Summary

1. Groundwater Monitoring System Maintenance Summary

Routine groundwater monitoring system maintenance was conducted in 2006.

2. Groundwater Monitoring Summary

Three water quality sampling events occurred in 2006 at the Oak Grove Landfill. During each of the sampling events, Interpoll Laboratories collected samples from the groundwater monitoring wells for analyses by the Minnesota Department of Health Laboratories. The contours on Figure 6 represent the Summer, 2006, groundwater elevation measurements. As depicted in Figure 6, groundwater flow beneath the Oak Grove Landfill is toward the south and Cedar Creek.

The results of the laboratory analyses of the groundwater samples collected during 2006 indicate low level impacts to the groundwater from the Oak Grove Landfill to the shallow groundwater. The graphs on Figures 7 and 8 shows long-term downward trends in total volatile organic compounds (VOCs), in the shallow and deep portions of the aquifer. This trend can be seen for specific compounds in some detail in Figures 9 and 10 for monitoring wells MW-301S and MW-302D. The data generally indicate continued improvements to groundwater quality beneath the Oak Grove Landfill. There were no exceedances of drinking water standards for any VOCs in 2006. The concentration contours of VOC distribution are shown in Figure 11. The only exceedances of a ground water standard was for Arsenic in 3 wells (see Table 2 below). Although Arsenic is found naturally, even at these levels, in some ground water systems, it is clear from the distribution of Arsenic at this site that the landfill is the source of the elevated levels. The concentration contours of Arsenic distribution are shown in Figure 12.

Table 2
Summary of Groundwater Exceedances

Well	DATE	PARAMETER	RESULT	UNITS	HRL	HBV	MCL	LIMIT
MW-301D	05-Sep-06	Arsenic	20	ug/L			10	10
MW-302D	05-Sep-06	Arsenic	62	ug/L			10	10
MW-303D	05-Sep-06	Arsenic	43	ug/L			10	10

3. Groundwater Remediation Summary

No groundwater remediation system, i.e no ground water pump and treat system is installed or operated at the Oak Grove Landfill. However the landfill cap reduces groundwater contamination by preventing most precipitation from percolating through the waste. Also, the gas extraction system removes VOC contaminants concurrently with the methane and destroys these contaminants by high temperature combustion in the flare.

4. Monitoring System Modifications

No monitoring system modifications were made to the monitoring system in 2006.

B. Surface Water Monitoring Summary

Three surface water monitoring points have been sampled intermittently at the Oak Grove Sanitary Landfill. Surface water samples were drawn from the wetlands adjacent to Cedar Creek. The most recent surface water samples have shown no impacts from the Landfill from VOCs. There was no surface water sampling in 2006. The most recent surface water samples were tested in April of 2005. Additional inorganic (metals – e.g. Arsenic) sampling is to be conducted in 2007 to assess potential adverse impacts to the wetlands.

C. Additional Monitoring Summary

Early landfill ground water investigations included sampling of all the residences in the immediate vicinity of the landfill and showed no impacts. As a result of this sampling and the response actions (improved cover and active gas collection system) taken at this site no residential wells were included in the monitoring system for the Oak Grove Landfill in 2006

D. Site Monitoring Recommendations

Continue to sample the groundwater monitoring system to document improvements in the groundwater quality due to the remedial activities conducted during this reporting period.

IV. Offsite Impacts and Concerns

Figures 11 and 12 show the potential off site distribution of VOCs and Arsenic, respectively. As can be seen all impacts are limited to the wetlands adjacent to Cedar Creek. This area can not now, or for the foreseeable future be developed for building. However due to the documentation of ground water contamination at this site, it is recommended that anyone drilling a drinking water or high capacity well in the vicinity of the landfill should contact the MPCA hydrogeologist assigned to this site to discuss the possible need for special well construction. Also, although this landfill currently has an active gas extraction system that prevents offsite migration of methane gas (see Section II.C., above) it is recommended that no structures be built within 200 feet of the waste footprint.

V. Inspections

Inspections have been completed at the Oak Grove Landfill in 2006. No significant deficiencies were documented. Details of the inspections and all Operation and Maintenance activities can be found in Appendix A to this report.

VI. Required Permits

Minnesota Department of Health monitoring well permits are maintained for the monitoring wells at this site. The Metropolitan Council Environmental Services has issued MPCA a permit to allow disposal of landfill gas condensate in their wastewater treatment facility.

VII. Summary of Site Recommendations

Continue sampling the groundwater monitoring system in 2007 to document the improving groundwater trends. Continue to inspect the Landfill in 2007 to document potential engineering concerns. Continue to monitor the Landfill gas probes to document any potential offsite migration of landfill gas and the effectiveness of the new active gas system. Continued operation and maintenance of the active gas extraction system and flare. Annual mowing of the Landfill is also recommended.

VIII. Land Recovered for Beneficial Use/Assistance to Local Units of Government

The Landfill and adjacent areas have been used as habitat by the wildlife of the area

IX. Land Use Planning Issues

The Landfill and adjacent properties are owned by the state. There are no current land use planning issues associated with the Oak Grove Landfill at this time. MPCA staff will discuss zoning issues associated with this property with the LUG.

X. Conclusions and Recommendations

The installation of an enhanced cap and active landfill gas system has lessened environmental impacts caused by this site. The CLP will continue to collect and analyze samples from the groundwater monitoring system to document expected improvements from the remedial actives. The CLP will continue site inspections. The CLP will continue the use of their state contractor to operate and maintain the active landfill gas system.

XI. Certifications

A. Hydrogeologic Certification

I certify, that the hydrogeologic portions of this document and all attachments, were prepared under my direction or supervision under a system designed to assure that qualified personnel gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. Furthermore, I certify that I am knowledgeable in the field of hydrogeology.

Name: Joe Julik	Title: Hydrogeologist	Date: May 31, 2006
Mailing Address: 520 Lafayette Road, St. Paul, MN 55155		Phone: 651-296-8454
Signature:		

B. Engineering Certification

I certify, that the engineering portions of this document and all attachments, were prepared under my direction or supervision under a system designed to assure that qualified personnel gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Name: Peter Tiffany	Title: Engineer	Date: May 31, 2006
Mailing Address: 520 Lafayette Road, St. Paul, MN 55155		Phone: 651-296-7274
Signature:		

C. Annual Report Certification

I certify, that this document and all attachments, were prepared under my direction or supervision under a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Name: Jean Hanson	Title: Project Leader	Date: May 31, 2006
Mailing Address: 520 Lafayette Road, St. Paul, MN 55155-4194		Phone: 651-296-7390
Signature:		

D. Field Inspection Certification

I certify, that this document and all attachments, were prepared under my direction or supervision under a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Name: Pat Hanson	Title: Field Inspector	Date: May 31, 2006
Mailing Address: 520 Lafayette Road, St. Paul, MN 55155-4194		Phone: 651-296-7740
Signature:		

Figure 1

**Oak Grove Landfill
Site Location**



Figure 2

Oak Grove Landfill & Monitoring Well Locations



Figure 3

**Oak Grove Landfill
Landfill Gas Monitoring Probe Locations**



Figure 4

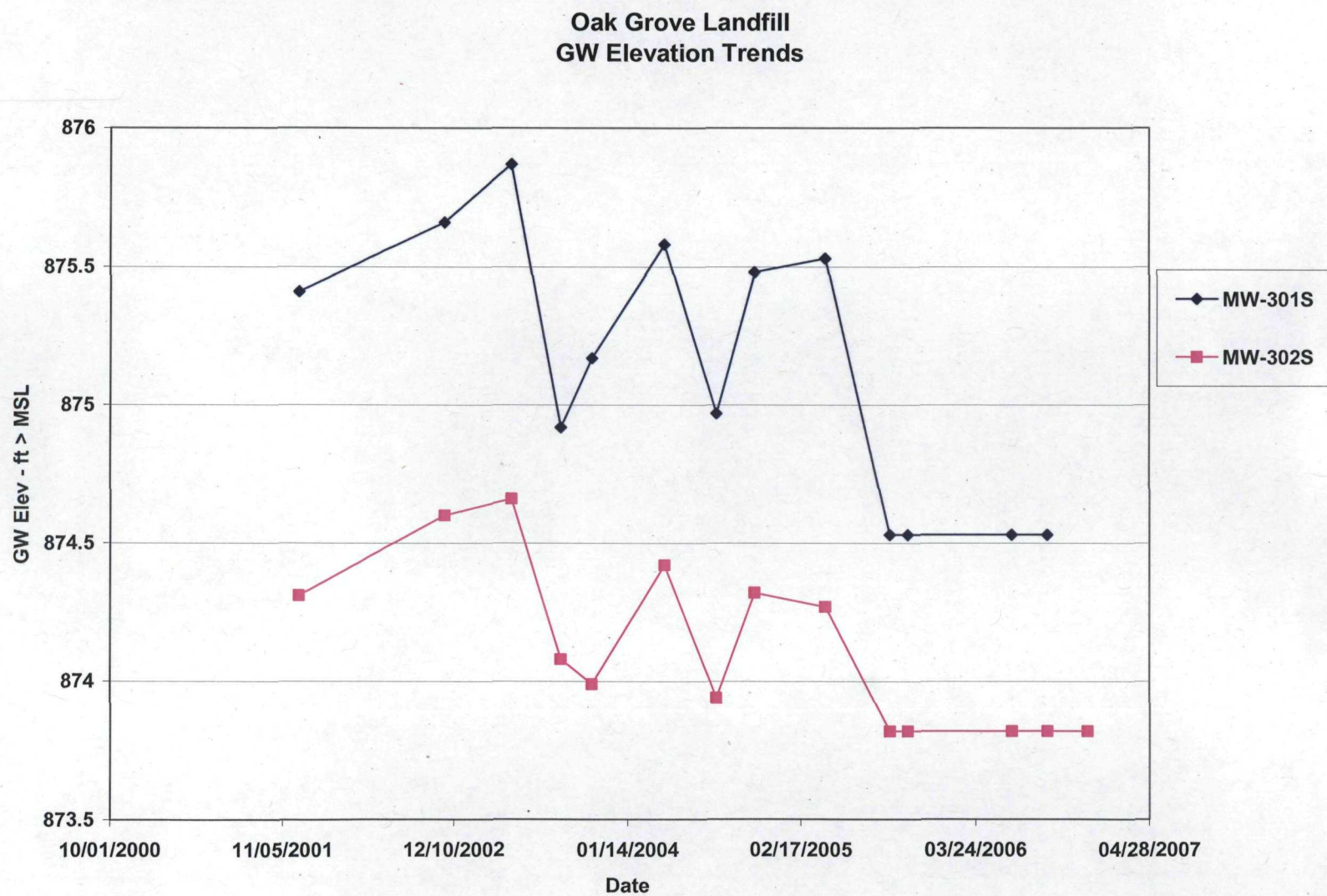


Figure 5

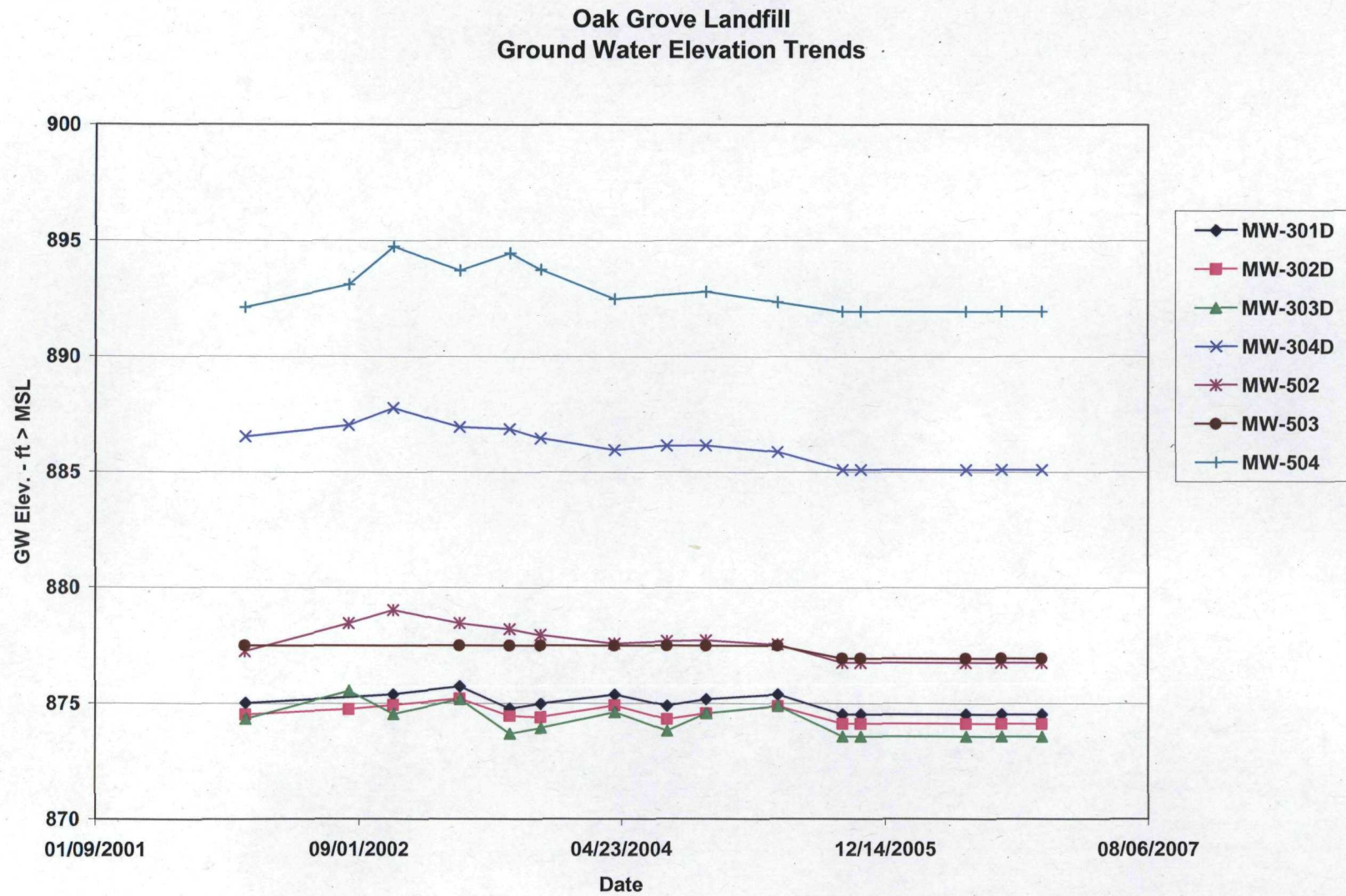


Figure 6

Oak Grove Landfill Ground Water Elevation Contours Ft>MSL

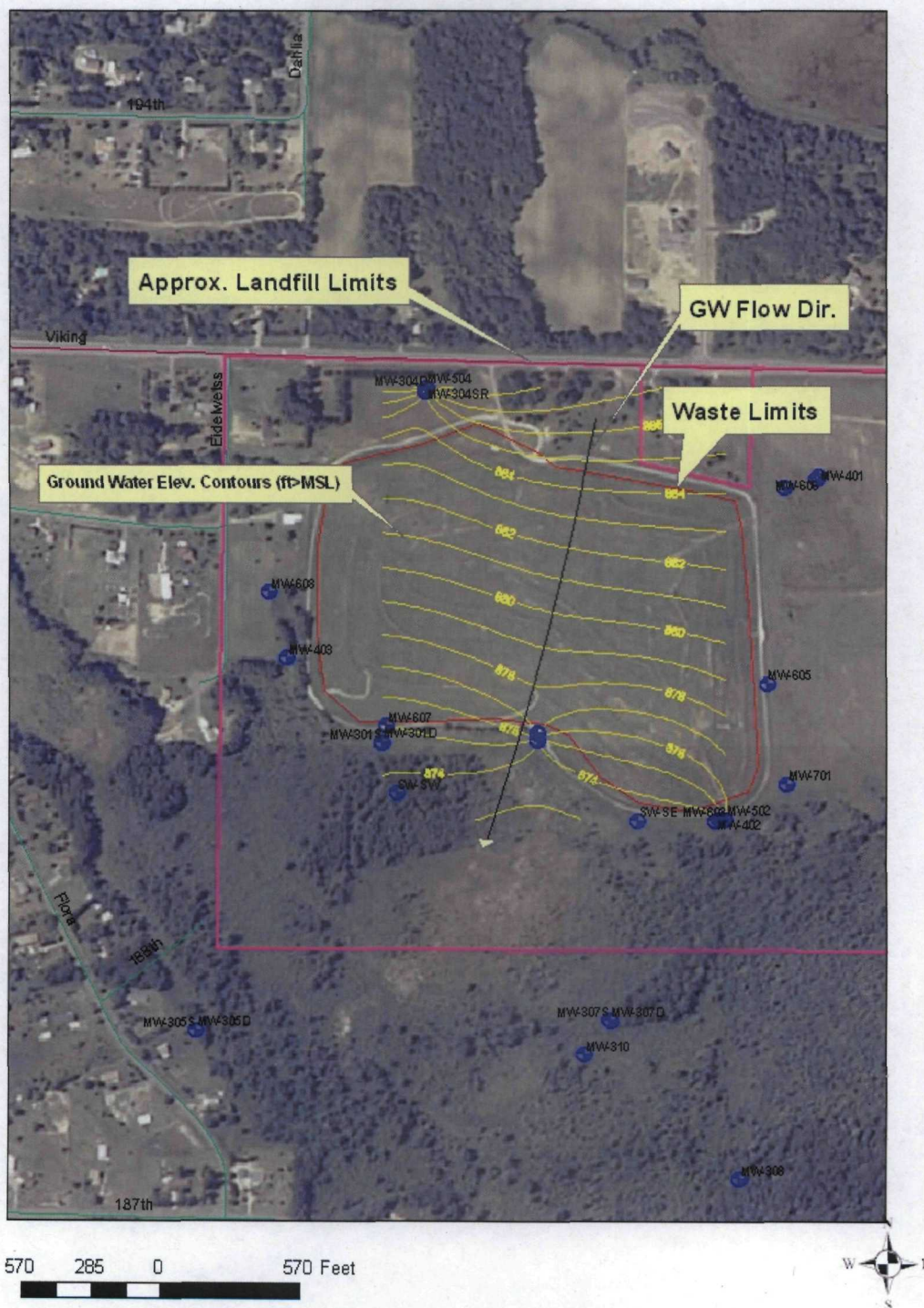


Figure 7

OAK GROVE SANITARY LANDFILL: Total VOCs
Station List: Shallow Drift Wells
Parameter List: 8260

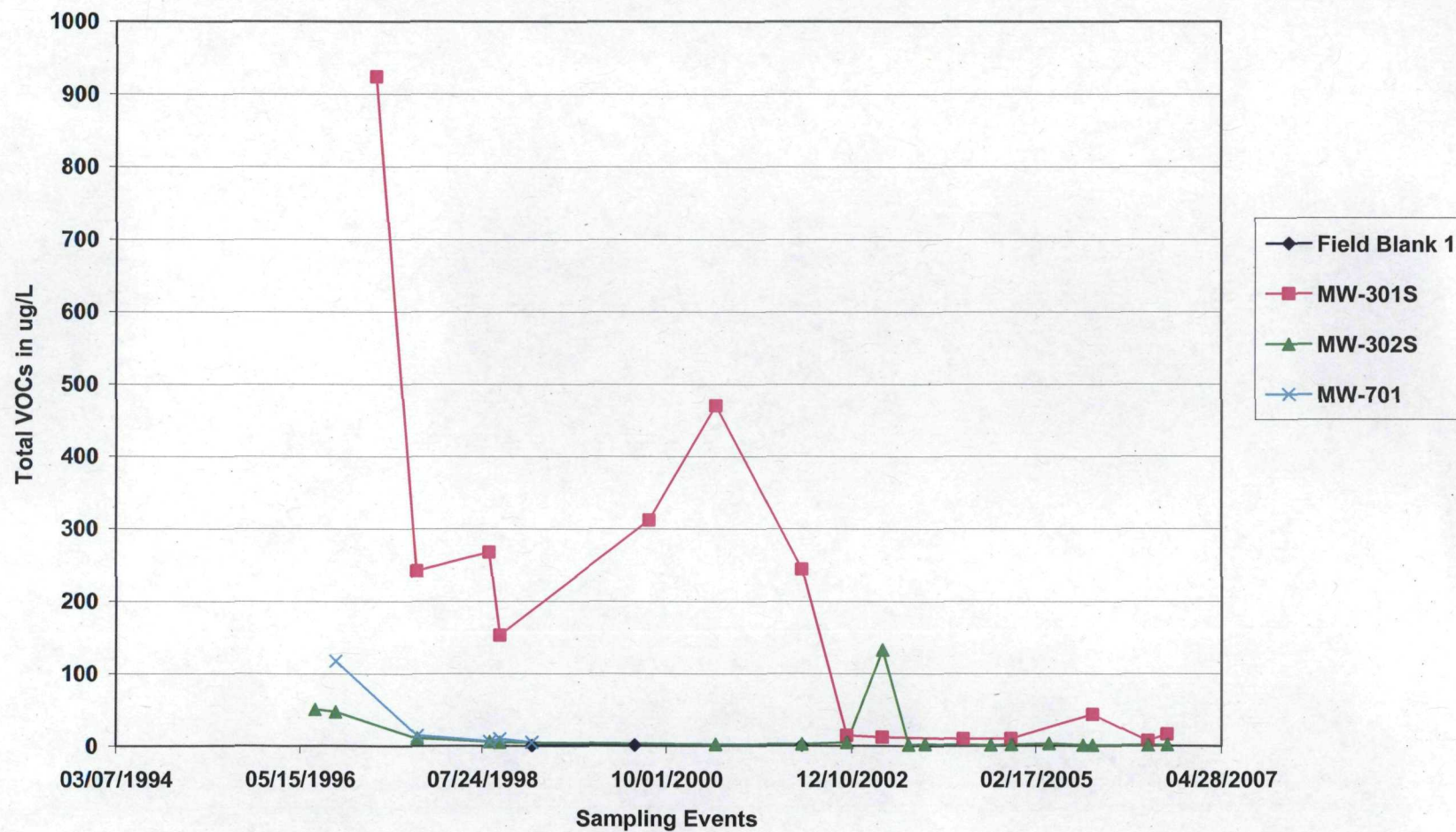


Figure 8

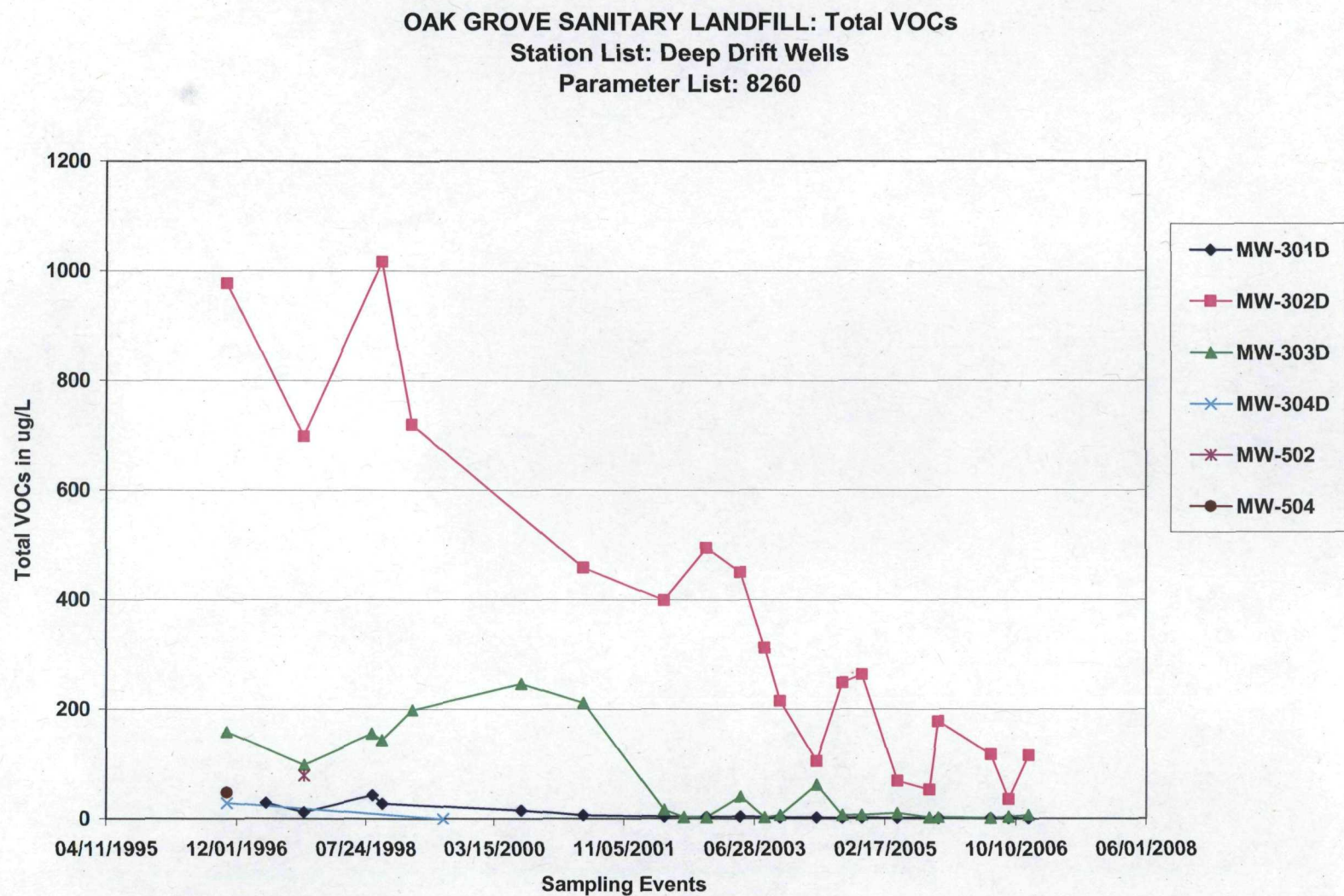


Figure 9

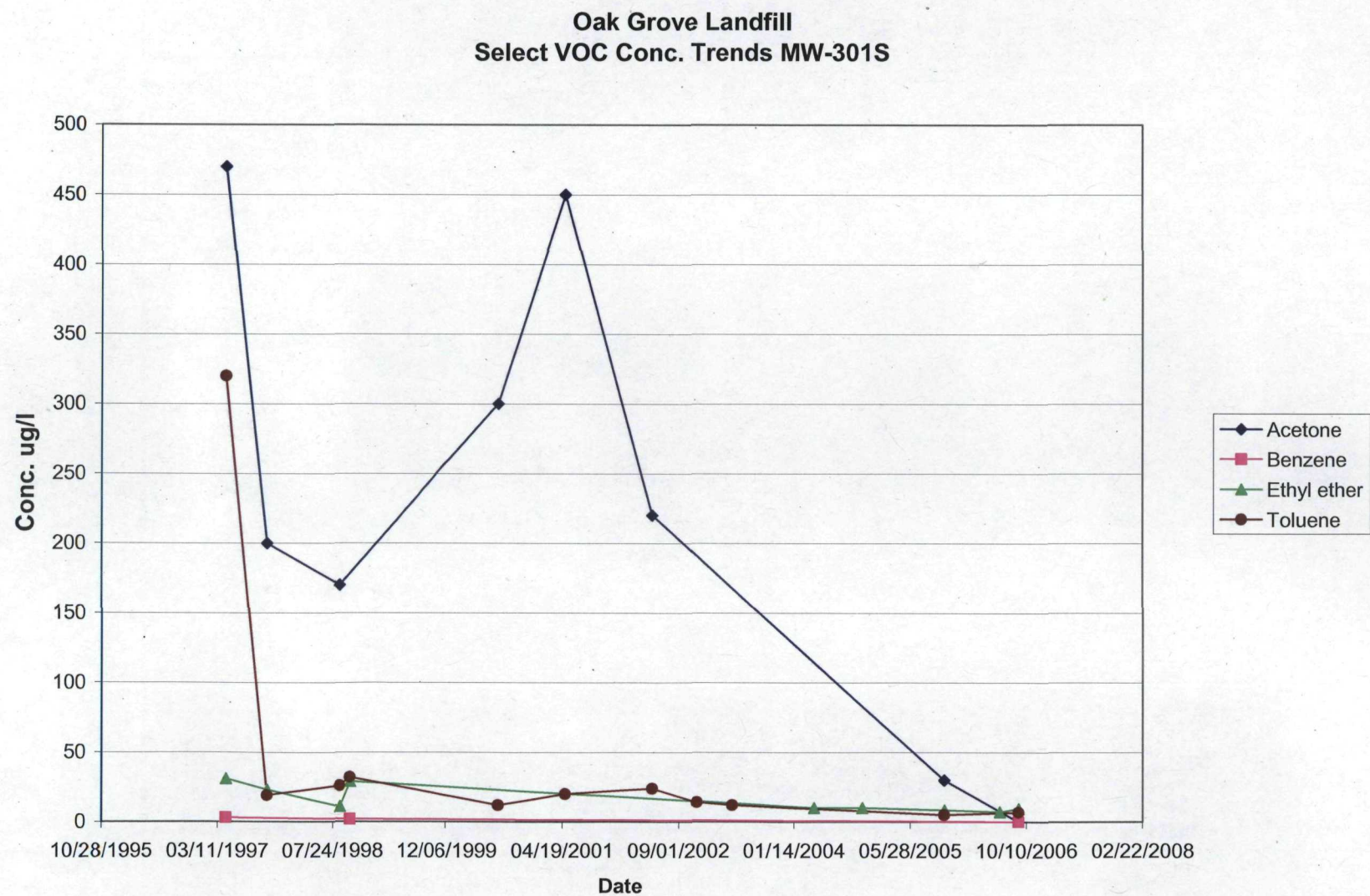


Figure 10

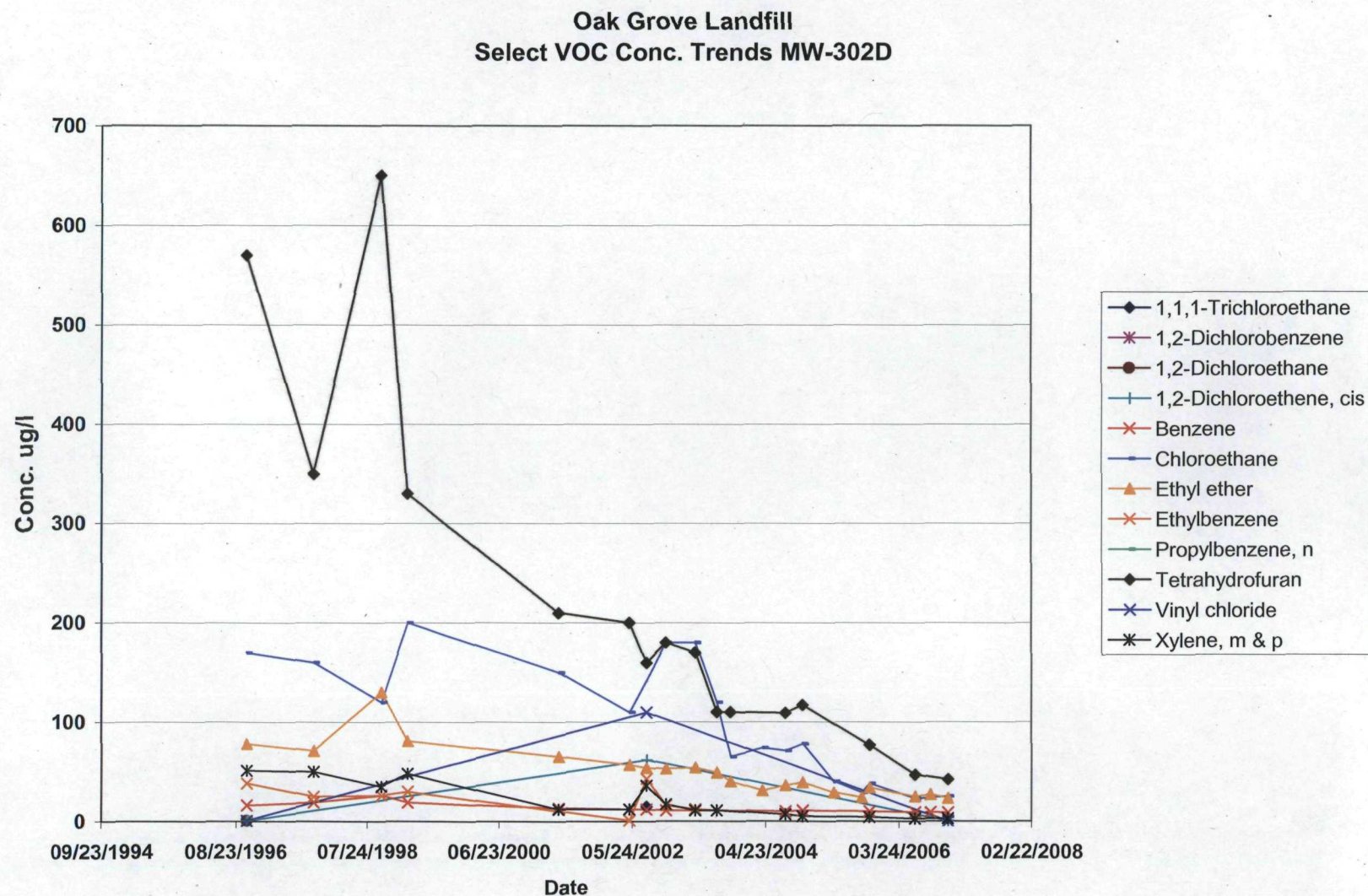


Figure 11

Oak Grove Landfill Total VOC Contours (ug/l)

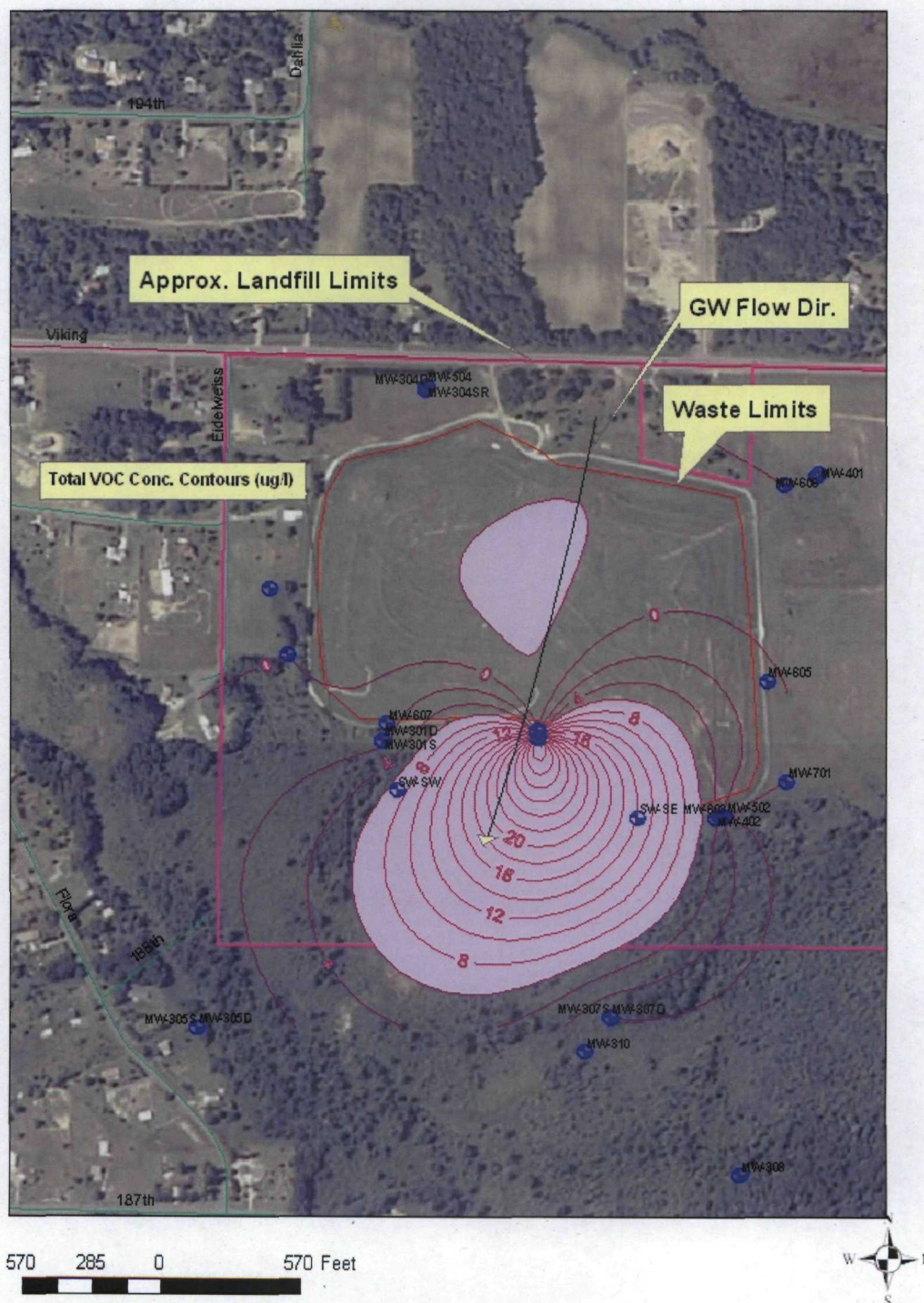
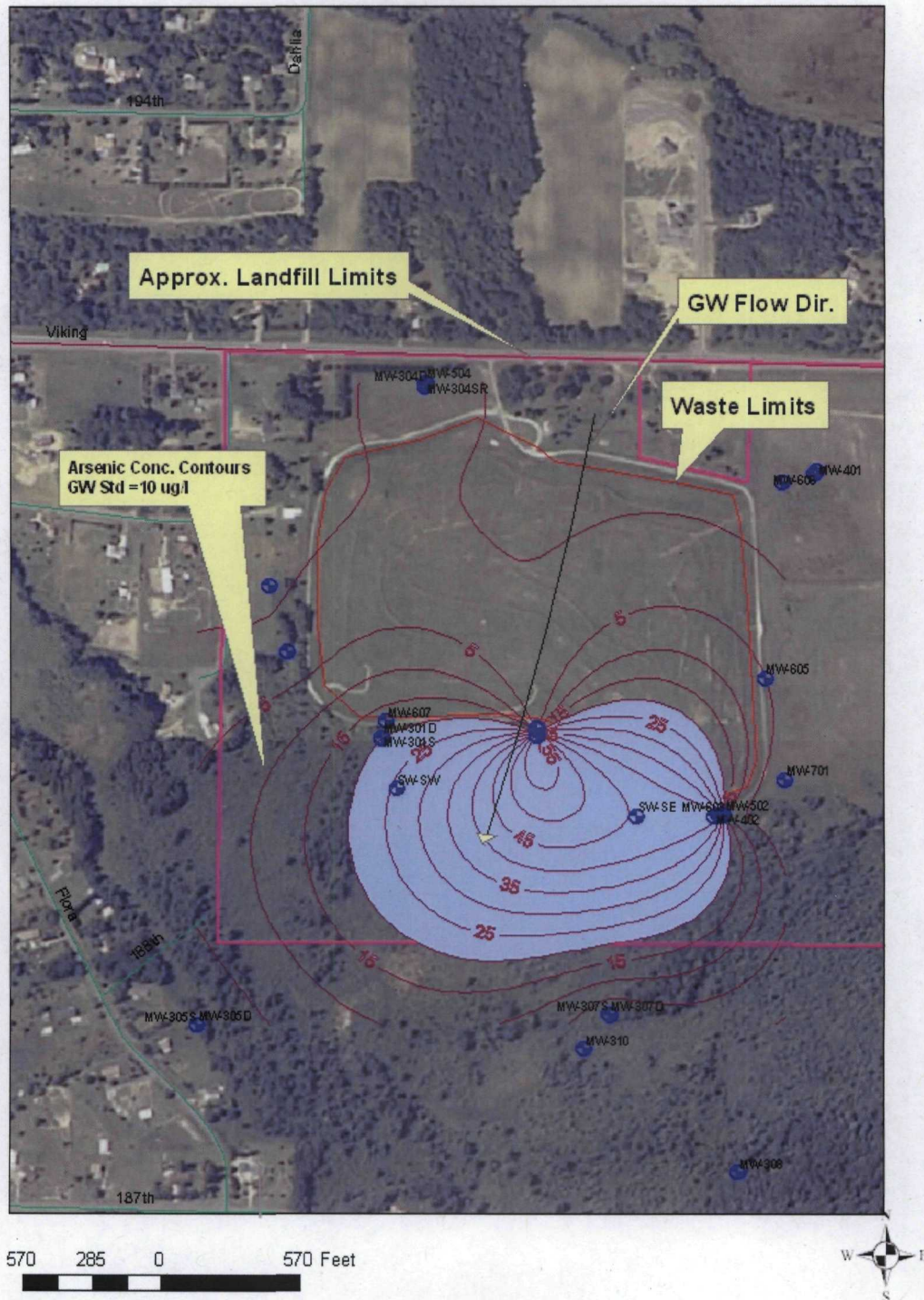


Figure 12

Oak Grove Landfill
Arsenic Conc. Contours



Appendix A O&M Inspection Reports

Appendix A
2006 O & M Inspection Report Summaries
Oak Grove Landfill

Date: February 7, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: January 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of January 1, through January 31, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- A monthly inspection of the facility was conducted on 1/26/06.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Monitoring of the liquid levels within the gas wells was completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Quarterly testing of the flare safety shutdown systems was completed. No problems were encountered.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.

Date: March 6, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: February 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of February 1, through February 28, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- A monthly inspection of the facility was conducted on 2/23/06.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Monitoring of the liquid levels within the gas wells was completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Snow plowing was completed on one occasion.

Date: April 7, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: March 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of March 1, through March 31, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- A monthly inspection of the facility was conducted on 3/29/06.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed. Had a problem with pulling too much gas out of the landfill. Initial gas monitoring revealed low methane levels within the landfill. Backed off on the volume being extracted from about 110 cfm to 85 cfm. Gas levels slowly began to climb. Monitored gas levels on three separate occasions. Will likely have to do a little additional tweaking of the system in April. Warmer weather should also assist with increased gas production.
- Monitoring of the liquid levels within the gas wells was completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Snow plowing was completed on two occasions.
- No trespassing observed.
- No vandalism observed.

Date: May 4, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: April 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of April 1, through April 30, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- A monthly inspection of the facility was conducted on 4/29/06.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Performed quarterly testing of the safety shutdown systems for the flare. No problems were observed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Brought our Bobcat to the site and performed road maintenance by filling ruts and removing dirt mounds left over from snow plowing.
- No trespassing observed.
- No vandalism observed.

Date: July 7, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: May 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of June 1, through June 30, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- A monthly inspection of the facility was conducted on 6/30/06.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Mowing and trimming of the landfill was completed.
- Mowing of the site entrance, road shoulders and other areas around the facility were completed.
- URS personnel were on-site performing surveying.
- No trespassing observed.
- No vandalism observed.

Date: August 7, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: July 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of July 1, through July 31, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- Weekly inspections of the facility were conducted.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Mowing of the site entrance, road shoulders and other areas around the facility were completed.
- Met with URS personnel and assisted with field locating several monitoring wells, gas probes and other site features.
- Cleaned the filter and heat exchanger for the flare cabinet air conditioner. Operation of the air conditioner is normal.
- No trespassing observed.
- No vandalism observed.

Date: September 11, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: August 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of August 1, through August 31, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- Weekly inspections of the facility were conducted.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Quarterly monitoring of the liquid levels in the gas wells was completed.
- Greased the bearings on the gas extraction system blower.
- Quarterly safety system shutdown testing of the flare was performed. No problems were observed.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Mowing of the site entrance, road shoulders and other areas around the facility were completed.
- Mowing of the landfill cover was completed.
- Trimming of tree branches near the site entrance and along the south perimeter road is in progress.
- Cleaned the filter and heat exchanger for the flare cabinet air conditioner. Operation of the air conditioner is normal.
- No trespassing or vandalism was observed.

Date: October 9, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: September 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of September 1, through September 30, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- Weekly inspections of the facility were conducted.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Trimming of tree branches near the site entrance and along the south perimeter road was completed.
- Cut and removed the trees growing through the fence at the flare.
- No trespassing or vandalism was observed.

Date: November 15, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: October 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of October 1, through October 31, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- Weekly inspections of the facility were conducted.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Mowing of the site entrance, road shoulders and other areas were completed.
- No trespassing or vandalism was observed.

Date: December 12, 2006

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: November 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of November 1, through November 30, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- Semi-monthly inspections of the facility were conducted.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- No trespassing or vandalism was observed.

Date: January 9, 2007

To: Ms. Jean Hanson
Minnesota Pollution Control Agency

From: Steve Kollodge, P.E.
Willow Brook Engineering

**RE: December 2006 Operation and Maintenance Activities Summary
Oak Grove Landfill**

Following is a summary of work activities conducted at the Oak Grove Landfill during the time period of December 1, through December 31, 2006. If there are any questions please call me at (763) 753-6038.

Work Activities Summary

- Semi-monthly inspections of the facility were conducted.
- Dialing into the flare twice per week and reviewing its operation.
- Operated the nine valves on the gas extraction system. All valves operated normally.
- Gas well monitoring and adjustments were completed.
- Greased the bearings on the gas extraction system blower.
- Flare station monitoring was completed.
- Condensate tank liquid levels were monitored.
- Gas probe monitoring was completed.
- Attended the annual site forum meeting at the MPCA offices in St. Paul.
- No trespassing or vandalism was observed.

ATTACHMENT 2

LANDFILL CLEANUP AGREEMENT
BETWEEN
EGAN FAMILY TRUST, RESIDENTIAL PROPERTY OWNERS, OAK GROVE TRUST
AND
THE COMMISSIONER OF
THE MINNESOTA POLLUTION CONTROL AGENCY
PURSUANT TO MINN. STAT. §§ 115B.39-115B.46

PREAMBLE

The Commissioner of the Minnesota Pollution Control Agency ("Commissioner") has the power and duty to administer and enforce the provisions of the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.46 (1994) (the Act), including the authority to enter into binding agreements necessary to achieve compliance with the requirements of the Act.

Oak Grove Landfill (hereinafter "the Landfill") is a qualified facility within the meaning of Minn. Stat. § 115B.39, subd. 2(j) of the Act, and is subject to a cleanup order as that term is defined in the Act. The cleanup order was issued by the United States Environmental Protection Agency "EPA" under 42 U.S.C. § 9606.

For a qualified facility subject to a federal cleanup order to receive a Notice of Compliance under the Act, persons identified in the cleanup order must complete construction of the remedy as required under the cleanup order and receive a concurrent determination of the EPA and the MPCA or the Commissioner that the remedy is functioning properly and

performing as designed. The owner or operator of the facility must also comply with Minn. Stat. § 115B.40, subd. 4(a)(3) to (5).

NOW, THEREFORE, it is hereby agreed as follows:

A. Parties to the Agreement.

1. The parties to this Agreement are:

- (1) the Egan Family Trust (hereinafter "Facility Owner");
- (2) the Oak Grove Trust (hereinafter "Trust");
- (3) the following individuals who own parcels of residential real property within or immediately adjacent to the originally permitted area of the Landfill and who are referred to in this Agreement individually and collectively as "Residential Property Owners":

- (a) Joseph J. and Virginia M. Egan;
- (b) Robert L. and Margaret J. Wells; and
- (c) Michael P. Egan; and
- (4) the Commissioner of the Minnesota Pollution Control Agency ("Commissioner").

2. Each individual who is a beneficiary of the Egan Family Trust, other than the Trustees, has executed a document indicating that the beneficiary authorizes the Trustees of the Egan Family Trust to execute this Agreement and to take any other actions necessary for the implementation of this Agreement on behalf of the Egan Family Trust. The document executed by the beneficiaries is attached to this Agreement as Attachment A. The beneficiaries of the

Egan Family Trust other than the Trustees are:

William M. Egan
Edward L. Egan
Elizabeth A. Irwin
Susan R. Hartfiel
Margaret J. Wells
Maureen K. Williams.

B. Purpose of the Agreement.

This Agreement sets forth the obligations which the Facility Owner, Residential Property Owners, and Trust must perform under Minn. Stat. § 115B.40, subd. 5 to obtain a Notice of Compliance for the Landfill from the Commissioner under Minn. Stat. § 115B.40, subd. 7.

C. Definitions.

Unless otherwise explicitly stated, the definitions provided in Minn. Stat. § 115B.39, subd. 2 shall control the meaning of terms used in this Agreement.

D. Factual Background.

1. The Oak Grove Landfill is a mixed municipal solid waste disposal facility that is located in Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota. The MPCA issued Solid Waste Disposal Facility Permit SW-043 to Joseph J. Egan on August 21, 1971, to operate the Landfill. The Landfill was permitted for 158 acres on land originally owned by Margaret Egan and later transferred to the Egan Family Trust (the "Facility Owner"). In 1977, Joseph J. and Virginia M. Egan acquired ownership of an estimated 4.65 acres of the originally permitted 158 acre Landfill from the Egan Family Trust. In

addition, two residential lots (parcels 6 and 7) were created in the 1960s from property owned by Margaret Egan. These lots are immediately adjacent to the Landfill but were never part of the originally permitted area of the Landfill. These two lots are currently owned by Robert L. and Margaret J. Wells, and by Michael P. Egan, respectively.

On May 25, 1976, the MPCA revoked Permit SW-043 because of continuing violations of the Minnesota solid waste rules. The revocation was stayed by the District Court on September 9, 1976. On October 25, 1977, the MPCA approved a stipulation agreement between MPCA, the Anoka County Comprehensive Health Department, Northwest Disposal, Inc. (NWDI) and Joseph J. Egan. By the terms of the agreement, NWDI would be allowed to operate the Landfill. NWDI operated the Landfill until December 1983 when the Landfill reached capacity and ceased accepting solid waste.

The Landfill is depicted on Attachment B, and is legally described as follows:

Southeast 1/4 of Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota, excluding parcels 6 and 7.

2. The Commissioner has determined that there has been a release or threatened release of hazardous substances or pollutants or contaminants from the Landfill into the ground water.

3. On December 23, 1991, the EPA issued an order under Section 106 of the Comprehensive, Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. § 9606 (EPA Order) which required performance of response actions at the Landfill. On February 21, 1992, the Oak Grove Trust entered into a Consent Decree with EPA to carry out

the response actions set forth in the EPA Order. The Egan Family Trust became a member of the Oak Grove Trust in May 1993.

E. Completion of Remedy Under Cleanup Order.

The Trust has completed construction of the remedy for the Landfill under the EPA Order and a concurrent determination has been issued by the EPA and MPCA pursuant to Minn. Stat. § 115B.40, subd. 5, that the remedy is functioning properly and performing as designed.

F. Transfer of Title to Property.

1. Title to Response Action Equipment. Facility Owner and Trust hereby transfer to the Commissioner, effective upon issuance of the Notice of Compliance by the Commissioner, all right, title and interest in all response action equipment and structures at the Landfill.

2. Description of the Real Property.

(a) Facility Owner hereby agrees to transfer ownership of the following described real property to the State of Minnesota, acting through its Commissioner of the MPCA:

(i) the Southeast 1/4 of Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota, excluding the Residential Properties as described in subparagraph 2.(b) below, and excluding the following parcel consisting of 3.72 acres (the "Farmstead Property") legally described as follows:

That part of the Northeast Quarter of the Southeast Quarter of Section 28, Township 33, Range 24, Anoka County, Minnesota described as follows:

Commencing at the northwest corner of said Northeast Quarter of the Southeast Quarter; thence easterly on the north line of said Northeast Quarter of the Southeast Quarter a distance of 100 feet; thence southerly, at right angles to said north line a distance of 60.00 feet to the south right of way line of County State Aid Highway No. 22, as shown on Anoka County Highway Right of Way Plat No. 30 and to the point of beginning of the property to be described; thence continuing southerly, at right angles to said north line of the Northeast Quarter of the Southeast Quarter, a distance of 358.33 feet; thence easterly, angle right of 100 degrees 19 minutes 59 seconds, a distance of 416.76 feet; thence northerly, angle right of 79 degrees 40 minutes 01 seconds, a distance of 433.08 feet to said south right of way line of County State Aid Highway No. 22; thence westerly on said south right of way line a distance of 410.00 feet to said point of beginning.

Subject to any easements, restrictions and reservations of record, if any.

and

(ii) a parcel of property consisting of 3.72 acres (the "Equivalent Property") legally described as follows:

The South 405.60 feet of the West 400.00 feet of the Southwest Quarter of the Southwest Quarter of Section 27, Township 33, Range 24, Anoka County, Minnesota.

Subject to any easements, restrictions and reservations of record, if any.

(b) Subject to Paragraph G.2 of this Agreement, Residential Property Owners agree to transfer ownership of the following real property (individually referred to as "Residential Property" and collectively as "Residential Properties") to the State of Minnesota, acting through its Commissioner of the MPCA:

(i) Residential Property of Joseph J. and Virginia M. Egan legally described as follows:

All that part of the Northeast Quarter of the Southeast Quarter and of the Northwest Quarter of the Southeast Quarter of Section 28, Township 33, Range 24, Anoka County, Minnesota, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 28; thence Westerly along the North line of the Northwest Quarter of the Southeast Quarter of said Section 28 a distance of 200.00 feet; thence Southerly at right angles to said North line a distance of 200.00 feet; thence Westerly and parallel with said North line a distance of 215.00 feet; thence Southerly at right angles to said North line a distance of 306.41 feet; thence Easterly and parallel with said North line of the Northwest Quarter of the Southeast Quarter and North line of the Northeast Quarter of the Southeast Quarter a distance of 515.00 feet; thence Northerly and at right angles to the North line of said Northeast Quarter of the Southeast Quarter a distance of 506.41 feet to the North line of said Northeast Quarter of the Southeast Quarter; thence Westerly along the North line of said Northeast Quarter of the Southeast Quarter a distance of 100 feet to the point of beginning.

Subject to an easement for road purposes over the Northerly 33 feet thereof.

(ii) Residential Property of Robert L. and Margaret J. Wells legally described as follows:

That part of the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) of Section Twenty-eight (28), Township Thirty-three (33), Range Twenty-four (24), Anoka County, Minnesota, described as follows:

Commencing at the Northeast corner of the said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4); thence West on the North line of said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) a distance of Two hundred (200) feet to the actual point of beginning; thence continuing West along said North line of the said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) a distance of Two hundred (200 feet); thence South at right angles to the North line of said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) a distance of Two hundred (200) feet; thence East and parallel with the North line of said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) a distance of Two hundred (200 feet); thence North to the point of beginning.

(iii) Residential Property of Michael P. Egan legally described as follows:

That part of the Southeast Quarter of Section Twenty-eight (28), Township Thirty-three (33), Range Twenty-four (24), Anoka County, Minnesota described as follows:

Commencing at the Northwest corner of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) a distance of Thirty-three (33) feet to the point of beginning; thence South and parallel with the Westerly line of the said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) a distance of Two Hundred (200 feet); thence East and parallel with the North line of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) a distance of One hundred fifty (150) feet; thence North and parallel with the Westerly line of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) to a point of intersection with the North line of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4); thence West along the North line of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) to the point of beginning.

(c) A depiction of all property to be transferred to the Commissioner, and of the Farmstead Property, is provided in Attachment C to this Agreement.

3. Property Transfer Obligations. All real property required to be conveyed as provided in Paragraph F. 2. (collectively referred to in this Paragraph F as "the Property"), shall be conveyed in compliance with the provisions of this Paragraph F. Owner agrees to transfer and grant to the Commissioner all of Owner's right, title and interest to the Property in fee simple absolute without restrictions and without any reservations by the grantor, including ownership of and the right to freely use, recover and sell, or contract for use, recovery and sale, any material disposed of at the Landfill, including landfill gas.

4. Abstract. Within 30 days after the effective date of this Agreement and prior to issuance of the Notice of Compliance for the Landfill, the Facility Owner shall provide the Commissioner with: (a) currently updated Abstracts of Title for the property described in Paragraph F.2. except for the Residential Properties and the Farmstead Property, or if the

property is registered, an Owner's Duplicate Certificate of Title and Registered Property Abstract for the property; and (b) a current survey prepared by a registered land surveyor of the Farmstead Property and the Equivalent Property as defined in subparagraph F.2. The Residential Property Owner of each Residential Property shall provide a currently updated abstract for their respective Residential Property within 30 days after the Commissioner's determination or redetermination of comparability value under Paragraph G. unless the Residential Property Owners elect not to transfer title as provided in Paragraph G.2. The cost of providing and updating any abstract or certificate shall be paid by owner of the parcel. The cost of providing the surveys shall be paid for by Facility Owner. The surveys shall be prepared to the satisfaction of the Commissioner.

The Commissioner shall have sixty (60) business days after receipt of the updated abstract or certificate to examine the title and notify the owner of the parcel of any title objections or issues that need resolution.

5. Title Corrections. If the Minnesota Attorney General's Office is of the opinion that the owner of the parcel does not have marketable title to the parcel, the owner shall have one hundred twenty (120) days after notice thereof to make title marketable. After all title issues are resolved so that, in the opinion of the Minnesota Attorney General's Office, the owner has marketable title, the Commissioner will request the owner to execute and deliver title to the parcel. The existence of the lien of the U.S. EPA for response costs incurred under CERCLA (hereinafter the "EPA Lien") on any parcel of property to be transferred to the Commissioner under this Paragraph F shall not be considered to make the title to that parcel unmarketable.

6. Title. Within 10 days after the Commissioner's request with respect to any parcel included in the Property, the owner of the parcel shall execute and deliver a warranty deed

conveying the parcel to the Commissioner, free and clear of all taxes, liens, encumbrances, restrictions, rights, or exceptions except those of record which are acceptable to the State. The State agrees to accept title to the Property notwithstanding the existence of the EPA Lien.

7. Real Estate Taxes and Special Assessments. The payment of all delinquent real estate taxes, all current real estate taxes, all Green Acres taxes and all levied assessments shall be the responsibility of the owner of the parcel and they shall be satisfied of record by the owner before conveyance of the parcel to the Commissioner. The full amount of current real estate taxes due the year the deed is executed shall be paid by the owner of the parcel. Under no circumstances shall such current taxes be prorated but instead shall be the sole responsibility of Owner.

8. Condition of the Property. The owner of any parcel included in the Property shall not transfer, encumber, or grant any interest in the parcel prior to conveyance to the Commissioner. Except as provided in paragraph F.9. below, the owner shall keep the parcel in its current condition until conveyance to the Commissioner.

9. Prior to conveyance of any parcel included in the Property to the Commissioner:

a. The Facility Owner and Trust agree not to place, or allow others to place any materials, personal property, equipment or any other items on or in the Landfill without the written consent of the MPCA Project Manager;

b. The owner of each Residential Property of this Agreement agrees to vacate all residential structures on the parcel, including garages, or cause such structures to be

vacated, including all personal property contained in such structures, and to secure all such structures from entry by persons unauthorized by the Commissioner;

c. Facility Owner and Residential Property Owners agree to remove or cause to be removed from their respective parcels all personal property of whatever kind located thereon, including any scrap or waste materials on the surface of the property, and all structures and equipment other than the residential structures and garages, and equipment or structures associated with the Landfill remedial actions. All waste or scrap material removed from the property must be managed or disposed in accordance with all applicable laws, rules and ordinances.

10. Right of Entry and Inspection. The Commissioner and employees, agents and contractors of the MPCA and the Commissioner shall have the right to enter upon the Property at reasonable times prior to conveyance of the property for surveying and for other purposes related to this Agreement.

G. Acquisition and Relocation of Residential Property.

1. Commissioner's Determination and Agreement. The Commissioner has determined, in accordance with Minn. Stat. § 115B.02, subd. 16(b), that vacation of the residential structures on the Residential Properties and relocation of the residents of those properties is a reasonable and necessary part of remedial action to protect public health and welfare from the release and threatened release of hazardous substances and landfill gas from the Landfill. Any relocation costs or assistance provided under this Agreement is provided solely under the authority of MERLA, Minn. Stat. §§ 115B.01 to 115B.24 and the Act, and shall not be subject to any requirements of any other law related to relocation assistance. Nothing in this

Agreement shall be construed to require the Commissioner to provide relocation assistance at any qualified facility under Minn. Stat. ch. 117 or any other law. To accomplish the vacation and relocation of these residences, the Commissioner agrees to pay to the Residential Property Owners as provided in this Paragraph G the comparability value of the residential structures and land for the Residential Properties, and reasonable moving expenses for the owner-occupants.

2. Residential Property Owners' Agreement. In consideration of the actions agreed to by the Commissioner in this Paragraph G, the Residential Property Owners agree to transfer title to the Residential Properties to the Commissioner as provided in Paragraph F; provided that, the owner(s) of each Residential Property may elect not to transfer title to the Commissioner by submitting written notice of such election to the Commissioner within 30 days of receipt from the Commissioner of the Commissioner's determination of comparability value of their Residential Property under subparagraph 3.(a), or if additional appraisals are submitted, within 30 days of the Commissioner's redetermination under subparagraph 3.(b). If an election not to transfer title is made within the time required, the owner(s) who have made such election shall not be required to transfer title of their Residential Property to the Commissioner as provided in Paragraphs F and G of this Agreement, but such Residential Property Owner and their Residential Property shall remain subject to all other applicable provisions of this Agreement.

3. Comparability Value.

(a) The Commissioner shall determine the comparability value of each of the Residential Properties in accordance with this Paragraph G.3. The Commissioner shall select two licensed real estate appraisers from a list of appraisers approved for use by agencies of

the State of Minnesota. Upon submission to the Commissioner of the abstracts for the Residential Properties, the Commissioner shall direct each appraiser to appraise the market value of three comparable replacement properties for each Residential Property. Within 60 days after the effective date of this Agreement, the Commissioner shall determine the comparability value for each Residential Property by averaging the appraisals for such property submitted by the two appraisers. The Commissioner shall provide written notice of the comparability value to the each of the Residential Property Owners, together with copies of the underlying appraisals.

(b) In the event that an owner of a Residential Property disagrees with the comparability value determined by the Commissioner, the owner may have additional appraisals made at the owner's expense, by an appraiser approved by the Commissioner, of three comparable replacement properties and may submit such appraisals to the Commissioner. Such additional appraisal(s) shall be submitted to the Commissioner within 30 days after the owner receives notice of the determination of comparability value from the Commissioner under subparagraph 3.(a). If the owner submits such additional appraisals within the required time, the Commissioner shall redetermine the comparability value by averaging the submitted appraisals with the appraisals obtained by the Commissioner; provided that the Commissioner shall not use an appraisal submitted by the owner to redetermine comparability value if, in the view of both appraisers selected by the Commissioner, the property subject to the owner's appraisal was not a comparable replacement property.

(c) For the purpose of this Paragraph and any appraisals by an appraiser under this Paragraph, a "comparable replacement property" is a parcel of real property

consisting of a residential structure and associated land which meets the following criteria: the residential structure and associated land are similar in size, type and condition to the relocated residence; the parcel is located within ten (10) miles of the relocated residence but not located adjacent to or in the immediate vicinity of a landfill or other permitted solid waste management facility; and the parcel is currently available in the real estate market to the owner of the Residential Property.

4. Payment of Comparability Value; Limitations. Upon vacation of all residents from a Residential Property and compliance by the Residential Property Owners with all requirements of Paragraph F. with respect to that Residential Property, the Commissioner will pay to the Residential Property Owners the comparability value for the Residential Property determined by the Commissioner under Paragraph G.3. less any amount paid under Paragraph G.5.; provided that the total amount of comparability value payable for each Residential Property under this Paragraph G. shall not exceed: (a) for the Residential Property owned by Joseph J. and Virginia M. Egan, \$150,000; (b) for the Residential Property owned by Robert L. and Margaret J. Wells, \$150,000; and (c) for the Residential Property owned by Michael P. Egan, \$100,000.

5. Downpayment Assistance. The Commissioner shall pay downpayment assistance to the owner of a Residential Property in accordance with this Paragraph G.5. Downpayment assistance is limited to an amount not to exceed 25 percent of the comparability value of the Residential Property as determined by the Commissioner. To be eligible for downpayment assistance, the owner must submit to the Commissioner a written request stating

the amount of assistance requested and must meet all requirements of Paragraph F for the Residential Property except: (a) vacation and removal of personal property; (b) execution of the deed conveying the property to the Commissioner; and (c) payment of remaining real estate taxes and assessments not previously due and payable. The owner must also submit to the Commissioner a copy of a purchase agreement executed by the owner for a replacement property showing that the requested downpayment amount is required to be paid by the owner upon closing on the property. Downpayment assistance will be paid within 30 days after the Commissioner receives a written request for payment and has determined that all requirements for such payment have been met. Payment of downpayment assistance shall be by check made out jointly to the Residential Property Owner(s) and the lender or closing agency for the purchase of the replacement property. The Residential Property Owner(s) shall submit to the Commissioner a copy of the executed closing documents showing payment of the downpayment assistance amount to the lender or closing agency. The Residential Property Owner(s) shall return the downpayment assistance to the Commissioner if the owner does not purchase the replacement property as provided in the purchase agreement.

6. Moving Costs. A Residential Property Owner(s) who occupied that Residential Property at the time of relocation may submit proof of payment to the Commissioner of the costs incurred by the owner to move the personal residential property of the occupants from the relocated residence. The Commissioner shall reimburse the owners for their moving costs within 30 days after receiving the documentation required by this Paragraph G.6.; provided that such reimbursement shall not exceed the reasonable amount charged by a commercial

moving company to move such personal property for the distance such property was actually moved or for 50 miles, whichever is less.

H. Liens.

In consideration for the agreements herein by the Facility Owner, the Residential Property Owners and the Trust, the Commissioner agrees to waive all rights and authority under the Act to attach liens to all real property owned by the Facility Owner or the Residential Property Owners. The Commissioner further agrees that, at the time when the Commissioner provides notice to the United States Environmental Protection Agency (U.S. EPA) of issuance of the Notice of Compliance for the Landfill as required in the separate agreement between the Commissioner and U.S. EPA regarding the Minnesota Landfill Cleanup Program (hereinafter the "EPA Agreement"), the Commissioner will request U.S. EPA to release its lien on all real property owned by the Owner. Under the EPA Agreement, EPA is obligated to release its lien upon written request of the Commissioner. The Commissioner will take timely steps as the Commissioner deems appropriate to secure EPA's compliance with the provisions of the EPA Agreement regarding the release of the lien and closure of the EPA cost recovery case relating to the Landfill.

I. Insurance.

1. Copies of Insurance Policies. Within 60 days after the effective date of this Agreement, the Facility Owner shall provide the Commissioner with copies of all comprehensive general liability insurance policies and other liability policies held by the Facility Owner that provide coverage for property damage and were in force during the time when the Landfill was in operation or when a release or discharge of pollution occurred at or

from the Landfill. The Facility Owner shall provide all such insurance policies and/or other evidence of insurance coverage in its possession or which it can reasonably obtain, including certificates of insurance; canceled checks, invoices, and correspondence showing payment for or acknowledgment of such coverage or related to such coverage; and names of others, including insurance agents, who may have information about such insurance coverage. The Facility Owner shall cooperate and work with the Commissioner to identify insurance policies and coverage.

2. **Preservation of Rights.** The Facility Owner and the Trust shall take all reasonable actions requested by the Commissioner to preserve any right to payment or defense under any insurance policies referenced in this Paragraph I. for claims for environmental response costs related to the Landfill. The Facility Owner and the Trust shall send copies of all correspondence with the Facility Owner's insurance companies regarding claims required to be preserved under this paragraph to Thomas Newman, MPCA, 520 Lafayette Road, St. Paul, MN 55155. The Facility Owner and the Trust shall assign to the State all payments for environmental response costs related to the Landfill received from an insurer under any settlement entered into after the effective date of this Agreement. The payment shall be made by check to the Commissioner and sent to Thomas Newman, 520 Lafayette Road, St. Paul, MN 55155.

3. **Assignment of Rights.** When requested by the Commissioner and subject to such other conditions as may be required by the Commissioner regarding prior notice of the claims to the insurance carrier, the Facility Owner and the Trust shall assign to the Commissioner only those rights, claims, and causes of action that Facility Owner has

under the insurance policies referenced in this Paragraph I. related to environmental response costs related to the Landfill. The Facility Owner and the Trust shall execute the assignment within 60 days after a request by the Commissioner for such assignment, but no earlier than July 1, 1996. The Commissioner shall not request any assignment before May 1, 1996. The Facility Owner and the Trust shall take all reasonable actions to cooperate with the Commissioner and the Attorney General's Office in asserting claims and causes of action assigned to the Commissioner pursuant to this Paragraph I. .

4. Insurance Provisions Affecting the Members of the Trust. Insurance Requests For Information (RFIs) have been sent by the Commissioner to members of the Trust, pursuant to Minn. Stat. § 115B.44, subd. 1. Facility Owner and Members of the Trust expressly preserve any and all rights they may have under any policy or policies of insurance of whatever form or kind. The Commissioner reserves the right to request information under Minn. Stat. § 115B.44 regarding insurance coverage of members of the Trust relating to environmental response costs at or related to any qualified facility as that term is defined in the Act and to take any other action authorized by the Act with respect to such insurance coverage or rights under such coverage. Nothing in this Agreement or in the waiver provided by the Facility Owner or the Trust for the Landfill under Minn. Stat. § 115B.40, subd. 7(a) is intended to prejudice any rights or interests of an insurer under any insurance policy held by the Facility Owner or a member of the Trust.

5. The Trust's obligations under Paragraphs I.2. and I.3. are limited to any rights assigned to the Trust by the Facility Owner as of the date of the Trust's execution of this Agreement.

J. Cooperation with Environmental Response Actions, Access to Property and Records, Assignment of Claims, and Other Matters.

1. Cooperation. The Facility Owner, the Trust, and the Residential Property Owners shall cooperate with the Commissioner and with employees, agents, and contractors of the MPCA and the Commissioner when the Commissioner takes any environmental response actions that the Commissioner deems necessary at the Landfill or when the Commissioner takes any investigative or sampling actions that the Commissioner deems necessary at the Residential Properties. The Facility Owner, the Trust, and the Residential Property Owners shall not take any action that interferes with such environmental response actions including any actions that disturb or impede the cover, monitoring system, or the gas venting or recovery system at the Landfill or at the Residential Properties.

2. Access to Landfill. The Facility Owner and the Trust hereby grant to the Commissioner and to employees, agents, and contractors of the MPCA and the Commissioner, access to the Landfill, other than the Farmstead Property, for the purpose of taking environmental response actions and related actions as the Commissioner deems necessary to carry out this Agreement and his duties and authorities under the Act, including installation of structures and equipment deemed necessary by the Commissioner, sampling of ground water monitoring wells located hereon and installing additional ground water monitoring wells as the Commissioner deems necessary. The Commissioner shall obtain all necessary permits for installation and

maintenance of ground water monitoring wells, shall maintain the monitoring wells, and, upon completion of the environmental response actions including all required monitoring, shall seal the monitoring wells in accordance with State law. The Facility Owner and the Trust shall allow such access conditioned only upon presentation of proper identification. The Commissioner may install fences or other equipment or structures by which the Commissioner may control access to the Landfill or environmental response actions at the Landfill by persons not authorized under this Agreement. The grant of access to the Commissioner under this paragraph J.2. shall continue and shall run with the property unless and until title to the Landfill property is conveyed to the Commissioner in accordance with Paragraph F of this Agreement

3. Easement on Farmstead. The Facility Owner, with the consent of the Trust, hereby grants to the Commissioner, and to employees, agents and contractors of the Commissioner and of the MPCA, access to the Farmstead Property as defined in Paragraph F.2. for the purpose of taking any action which the Commissioner deems necessary to investigate the release of hazardous substances, pollutants or contaminants or landfill gas, including testing, sampling and monitoring activities. The Commissioner may install and maintain monitoring wells or other monitoring devices, and fences or other structures or equipment by which the Commissioner may control access by unauthorized persons to such wells or monitoring devices, in or on the Farmstead Property. The MPCA shall obtain all necessary permits for installation and maintenance of ground water monitoring wells on property which the Commissioner installs or to which the Commissioner has access under this paragraph J.3., shall maintain the wells, and upon completion of the environmental response actions including all monitoring, shall seal the monitoring wells in accordance with State law. The Facility Owner shall allow access granted under this Paragraph J.3. conditioned only upon presentation of proper identification.

At the time of signing of this Agreement, the Facility Owner shall execute and the Trust shall give its written consent to an Easement in the form provided in Attachment D to this Agreement granting the Commissioner, his agents, employees and contractors an Easement for the Farmstead Property as defined paragraph F.2. in accordance with the rights granted to the Commissioner under this paragraph J.3. The easement shall be recorded by the Commissioner with the county recorder or registrar of titles where the property is located. When the Commissioner determines that the Easement is no longer necessary to carry out his duties or authorities under the Act or to protect public health or welfare, the Commissioner will file a release of the Easement with the recorder or registrar of titles of the county where the property is located. The Facility Owner may request the Commissioner to release the Easement at any time following conveyance of the Landfill to the Commissioner under Paragraph F.

4. Access to Residential Properties. The Residential Property Owner(s) hereby grant to the Commissioner and to employees, agents, and contractors of the MPCA and the Commissioner, access to their respective Residential Property for the purpose of taking investigative and sampling actions as the Commissioner deems necessary to carry out this Agreement and his duties and authorities under the Act, including sampling of ground water monitoring wells and landfill gas probes located hereon and installing additional ground water monitoring wells and landfill gas probes, and fences or other structures or equipment to restrict access to such equipment, as the Commissioner deems necessary. The Commissioner, in selecting the location of any such wells, monitoring devices, fences, or other structures or equipment shall consult with the owner of the property and attempt to avoid interference with the owner's use of the property. The Commissioner shall obtain all necessary permits for installation and maintenance of ground water monitoring wells, shall maintain the monitoring

wells, and, upon completion of the environmental response actions including all required monitoring, shall seal the monitoring wells in accordance with State law. Residential Property Owner(s) shall allow such access conditioned only upon presentation of proper identification.

At the time of signing of this Agreement, the Residential Property Owners shall execute Easements in the form provided in Attachments E-1 to E-3 to this Agreement granting the Commissioner, his agents, employees and contractors an Easement for their respective Residential Property in accordance with the rights granted to the Commissioner under this paragraph J.2. The easement shall be recorded by the Commissioner with the county recorder or registrar of titles where the property is located. When the Commissioner determines that the Easement is no longer necessary to carry out his duties or authorities under the Act or to protect public health or welfare, the Commissioner will file a release of the Easement with the recorder or registrar of titles of the county where the property is located. Residential Property Owners may request the Commissioner to release an Easement at any time following conveyance of the Landfill to the Commissioner under Paragraph F.

5. Access to Records. The Facility Owner shall retain and preserve all records in its possession relating to the operation of the Landfill and other businesses related to the Landfill, including but not limited to customer lists, disposal records and hauling records. The Facility Owner shall retain such records for ten (10) years after the effective date of this Agreement or until receiving written notice from the Commissioner releasing it from this requirement, whichever is sooner. The Facility Owner hereby grants to the Commissioner and to employees, agents and contractors of the MPCA, access to all records required to be retained under this Paragraph I, regardless of the location of such records, and shall honor all reasonable requests for such access conditioned only upon presentation of proper identification. The

Facility Owner, with the approval of the Commissioner, may transfer to the custody and control of the Commissioner all records which it has retained and preserved.

The Trust currently possesses certain records relating to disposal of waste at the Landfill ("Site Records") which are maintained at the offices of Litigation Counsel for the Trust, Schatz, Paquin, Lockridge, Grindal and Holstein, 2200 Washington Square, 100 Washington Avenue, Minneapolis, Minnesota 55401. The Site Records include copies of all CERCLA Section 104(e) responses, customer lists, hauler documents, and other documents related to the disposal practices of persons who are not members of the Trust. The Trust shall retain the Site Records for ten (10) years after the effective date of this Agreement or until receiving written notice from the Commissioner releasing the Trust from this requirement, whichever is sooner. The Trust shall not move the location of the Site Records without prior notice to the Commissioner. The Trust hereby grants to the Commissioner and employees, agents and contractors of the MPCA and the Commissioner, access to the Site Records regardless of the location of such records. The Trust shall honor all reasonable requests for access conditioned only upon presentation of proper identification. The Trust may transfer the Site Records to the custody and control of the Commissioner 60 days after the Commissioner receives written notice from the Trust of such transfer. The Trust's obligation to grant access to and transfer Site Records is limited to non-privileged and non-confidential records which the Trust has the unilateral right to disclose. It is the understanding of the Commissioner, based on representations by counsel for the Trust, that only a small portion of the Site Records may be subject to any privilege or confidentiality requirement.

6. Provision of Information. Within 60 days of the effective date of this Agreement, the Facility Owner shall provide the Commissioner with a list of all solid waste

haulers who are known by the Facility Operator to have delivered waste to the Landfill. This list shall include the following information, to the extent known, for each hauler: a start date and an end date during which the hauler made deliveries to the Landfill, the hauler's proportional contribution to the annual tonnage delivered to the Landfill, the hauler's mailing address, and a contact person at the hauler's organization. If the Facility Owner collected waste as a hauler, the Facility Owner shall also provide a list of its commercial accounts. The Facility Owner shall cooperate and work with the Commissioner to locate and provide this information.

7. Assignment of Claims, Warranties and Licenses Related to Remedy Construction, Installation and Equipment. The Facility Owner and the Trust hereby assign to the Commissioner any and all rights arising out of contracts for the design, construction, installation or purchase of response actions or response action components for the Landfill including rights with respect to deficient or defective design, construction, or installation; rights under warranties; and licenses to use any equipment or processes.

8. Lawsuits. The Facility Owner, Residential Property Owners, and the Trust warrant that they are not parties to any pending lawsuits related to the Landfill or to other real property that is subject to this Agreement as of the date of execution of this Agreement. The Facility Owner, Residential Property Owners and the Trust have a continuing obligation to promptly inform the Commissioner of pending lawsuits related to all property referenced in this Agreement during the term of this Agreement. If the Facility Owner, Residential Property Owners or the Trust fail to provide full, accurate and complete disclosure of the existence of pending lawsuits, the Commissioner may, at his discretion, cancel this Agreement upon 30 days written notice to the Facility Owner, Residential Property Owners and the Trust.

K. Restrictive Covenant.

1. Cooperation. The Facility Owner, the Trust, and Residential Property Owners shall cooperate with the Commissioner and with employees, agents, and contractors of the MPCA and the Commissioner when the Commissioner takes any environmental response actions that the Commissioner deems necessary at the Landfill. The Facility Owner, the Trust, and Residential Property Owners shall not take any action that interferes with such environmental response actions including any actions that disturb or impede the cover, monitoring system, or the gas venting or recovery system at the Landfill.

2. Installation of Drinking Water Wells. Ground water monitoring wells on or adjacent to the Landfill indicate that the ground water is currently contaminated with hazardous substances in concentrations above the Minnesota Department of Health's (MDH) Health Risk Limits (HRLs). No drinking water well shall be installed in or on any portion of the property included within the originally permitted area of the Landfill or on any Residential Property as defined in Paragraph F.2. without the written approval of the MPCA Commissioner and the Minnesota Department of Health.

3. Other Restrictions. No excavation, dewatering, or other construction activity requiring any disturbance of soil, surface water or ground water in or on any portion of the property included within the originally permitted area of the Landfill or on any Residential Property as defined in Paragraph F.2., including installation of any well for purposes other than human consumption, may be commenced without first notifying and obtaining the approval of the Commissioner. The Commissioner shall approve or disapprove of any such proposed action based on the Commissioner's determination of whether the action would interfere with any environmental response actions related to the Landfill. The Commissioner agrees to allow construction of an addition to the existing residential structure and the replacement of the existing residential septic system on the Residential Property owned by Robert L. and Margaret

J. Wells, subject to review and approval of design plans by the Commissioner before the commencement of any construction of an addition or replacement system. In addition to any other restrictions required herein, there shall be no residential occupancy of any kind on the Farmstead Property, and any storage of vehicles or equipment on the Farmstead Property shall be on a concrete or asphalt pad constructed in accordance with a plan approved by the Commissioner.

4. Filing of Restrictive Covenant. At the time of signing of this Agreement, Facility Owner shall execute and the Trust shall give its written consent to a Declaration of Restrictions and Covenants in the form provided in Attachment F to this Agreement restricting the farmstead property as defined in paragraph F.2 in the manner described in this paragraph K. The Commissioner shall record the Declaration with the county recorder or registrar of titles for the county where the property is located. When the Commissioner determines that the Declaration of Restrictions and Covenants is no longer necessary to carry out his duties or authorities under the Act or this Agreement, or to protect public health or welfare, the Commissioner will file a release of the Declaration of Restrictions and Covenants with the county recorder or registrar of titles of the county where the property is located. The owner may request release of the Declaration of Restrictions and Covenants at any time after the conveyance to the Commissioner of the Property as defined in Paragraph F. For all real property that is part of the originally permitted area of the Landfill other than the property subject to the Declaration described in this paragraph K.4. above, the restrictions on use of the property applicable under this paragraph K. shall continue and shall run with the property unless and until title to the property is conveyed to the Commissioner in accordance with Paragraph F of this Agreement.

At the time of signing of this Agreement, Residential Property Owners shall execute Declarations of Restrictions and Covenants in the form provided in Attachments G-1 to G-3 to this Agreement restricting their respective Residential Property in the manner described in this

paragraph K. The Commissioner shall record the Declaration with the county recorder or registrar of titles for the county where the property is located. When the Commissioner determines that the Declaration of Restrictions and Covenants is no longer necessary to carry out his duties or authorities under the Act or this Agreement, or to protect public health or welfare, the Commissioner will file a release of the Declaration of Restrictions and Covenants with the county recorder or registrar of titles of the county where the property is located. The owner may request release of the Declaration of Restrictions and Covenants at any time after the conveyance to the Commissioner of the Property as defined in Paragraph F.

L. Claims Against the Commissioner Waived.

1. Waiver by Facility Owner. Notwithstanding any other provisions of this Agreement, the Facility Owner, and Residential Property Owner(s) who elect not to transfer ownership of their respective Residential Property to the Commissioner, hereby waive any and all claims against the MPCA Commissioner or the State of Minnesota for any taking of property rights, including inverse condemnation, restriction of use, diminution of value, or loss of use or enjoyment of any property owned by Facility Owner, or Residential Property, arising out of: (1) any work to be performed by or under the direction of the Commissioner to carry out his duties or authorities under the Act or under this Agreement; (2) the presence of the Landfill or any releases or threatened releases of hazardous substances or pollutants or contaminants or methane gas from the Landfill; and (3) the installation, operation or maintenance of any environmental response actions or associated structures and equipment at the Landfill, any Residential Property, or Farmstead Property.

2. Waiver by the Facility Owner, Residential Property Owners and the Trust. In consideration of the agreements contained herein, the Facility Owner, Residential Property Owners and the Trust covenant not to bring any claim for response costs under CERCLA or under Minn. Stat. §§ 115B.01 to 115B.18 (MERLA) against the Commissioner for any release or

threatened release from the Landfill where such claim is based solely on the theory that the Commissioner is an owner or operator of the Landfill under such laws either by virtue of the Commissioner carrying out his obligations under this Agreement and his duties and authorities under the Act, or by virtue of the Commissioner's ownership of the Landfill after ownership has been transferred pursuant to Paragraph F of this Agreement.

3. Nothing in this Paragraph L. shall be construed to prevent the Facility Owner, Residential Property Owners, or the Trust from bringing any other type of claim, including personal injury or economic loss, for any act or omission of the Commissioner or employees of the Commissioner or of the MPCA in carrying out the Commissioner's obligations under this Agreement or his duties and authorities under the Act. This paragraph does not apply to any claim which the Facility Owner, Residential Property Owners, or the Trust may make for reimbursement of eligible environmental response costs under Minn. Stat. § 115B.43.

M. Recording of the Agreement.

Within 30 days after the effective date of this Agreement, the Commissioner shall record with the county recorder or registrar of titles of Anoka County a copy of this Agreement and provide the Facility Owner and the Trust with a copy of the Agreement showing evidence of such recording.

N. Issuance of Notice of Compliance.

1. Prerequisites And Timing. The Commissioner agrees to issue to the Facility Owner, the Residential Property Owners, the beneficiaries of the Egan Family Trust who have authorized execution of this Agreement, and the Oak Grove Trust, a Notice of Compliance for the Landfill pursuant to Minn. Stat. § 115B.40, subd. 7, within thirty (30) days after the following events have occurred: (a) submission by the Owner of the abstract or certificate of title for the real property described in paragraph F.2.(a) of this Agreement; and (b) receipt by the Commissioner of the waivers of claims required under Minn. Stat. § 115B.40,

subd. 7(a) as provided in Attachments H-1 to H-5 to this Agreement. With the exception of the obligations in items (a) and (b) of this subparagraph N.1. the Commissioner finds that, at the time of the Commissioner's execution of this Agreement, the Facility Owner, Residential Property Owners, and the Trust are in compliance with their obligations under this Agreement.

2. Effect of Issuance. Upon issuance of the Notice of Compliance and thereafter: (a) the Commissioner shall assume all obligations and undertake all further environmental response actions at the Landfill, including environmental response actions under CERCLA and the EPA Order, in accordance with Minn. Stat. § 115B.40, subd. 7(b)(1); and (b) the Commissioner shall not seek to recover any costs incurred by the Commissioner for environmental response actions at the Landfill from the Facility Owner, Residential Property Owners, the beneficiaries of the Egan Family Trust, the Oak Grove Trust and its members, or any other responsible person pursuant to Minn. Stat. §§ 115B.04 or 115B.17, subd. 6, 42 U.S.C. § 9607, or any other law, except to the extent provided in Minn. Stat. § 115B.402; and (c) the Commissioner shall terminate or suspend enforcement of the Request For Response Action issued by MPCA for the Landfill. At the next annual update of the Permanent List of Priorities (PLP) the Commissioner agrees to propose and recommend deletion of the Oak Grove Landfill from the PLP. The responsibilities of the Commissioner with respect to federal environmental response action requirements at the Oak Grove Landfill are set forth in the EPA Agreement. The Commissioner shall give notice of the issuance of the Notice of Compliance to EPA in accordance with the EPA Agreement. The Facility Owner, Residential Property Owners, and the Trust shall continue to comply with all requirements of this Agreement which constitute a continuing obligation of those parties or which have not been fully implemented at the time of issuance of the Notice of Compliance.

O. Enforceability.

This Agreement is enforceable by the parties. This Agreement shall be governed by and construed under the laws of the State of Minnesota. The venue of any action under this Agreement shall be in Ramsey County District Court.

Each party reserves the right to seek any remedy available to that party to a breach of this Agreement.

P. Liability and Governmental Immunities.

1. Each party agrees that it shall be responsible for its own acts and omissions and the results thereof in carrying out its obligations under this Agreement and the Act and those of its officers, employees and agents, and shall not be responsible for the acts or omissions of any other party, its officers, employees or agents.

2. *Nothing contained in this Agreement shall constitute a waiver by the Commissioner of any governmental immunity or limitation of liability afforded by law which is applicable to any claim arising out of an act or omission of the Commissioner, his employees or agents, in carrying out the Commissioner's obligations under this Agreement.*

Q. Amendments.

This Agreement may be amended only by written agreement among the parties to this Agreement.

R. Successors and Assigns.

This Agreement is binding upon the Facility Owner, Residential Property Owners, the Trust, and their heirs, successors and assigns, and upon the Commissioner and his successors and assigns.

S. Severability.

If any provision of this Agreement is held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

T. Effective Date.

This Agreement is effective upon the date that it is signed by the Attorney General.

BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT, THEIR AGENTS, SUCCESSORS AND ASSIGNS.

IT IS SO AGREED:

EGAN FAMILY TRUST

By

Joseph J. Egan
Joseph J. Egan
Trustee

Date

2-8-96

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Joseph J. Egan to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as free act and deed for the uses and purposes therein set forth.



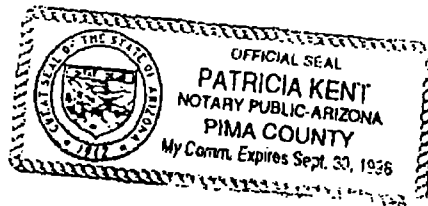
Marie L. Bakke
Notary Public, Minnesota County, MN
My commission expires: 1-31-2000

By

Mary E. Hackbarth
Mary E. Hackbarth
Trustee

Date

02-07-96



On this 7th day of Feb, 1996, before me a notary public within and for said County and State, personally appeared Mary E. Hackbarth to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as free act and deed for the uses and purposes therein set forth.

Patricia Kent
Notary Public, Pima County, MA A2.
My commission expires: Sept. 30, 1998

OAK GROVE TRUST

By

Joseph J. Grabowski
Joseph J. Grabowski
Trustee

Date

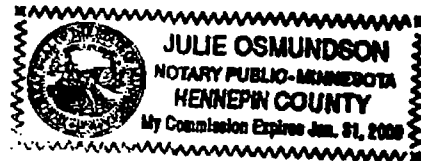
2/7/96

On this 7th day of February, 1996, before me a notary public within and for said County and State, personally appeared Joseph J. Grabowski to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as his/her free act and deed for the uses and purposes therein set forth.

Julie Osmundson
Notary Public, Hennepin County, MN
My commission expires: 1-31-2000

By

Mary E. Traynor
Mary E. Traynor, NORWEST BANK MINNESOTA
Trustee N.A.

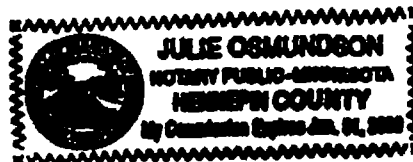


Date

February 7, 1996

On this 7th day of February, 1996, before me a notary public within and for said County and State, personally appeared Mary E. Traynor to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as his/her free act and deed for the uses and purposes therein set forth.

Julie Osmundson
Notary Public, Hennepin County, MN
My commission expires: 1-31-2000



RESIDENTIAL PROPERTY OWNERS

By

Joseph J. Egan

Date

2-8-96

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Joseph J. Egan to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as his/her free act and deed for the uses and purposes therein set forth.



Marie L. Bakke
Notary Public, Anoka County, MN
My commission expires: 1-31-2000

By

Virginia M. Egan

Date

2-8-96

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Virginia M. Egan to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as his/her free act and deed for the uses and purposes therein set forth.



Marie L. Bakke
Notary Public, Anoka County, MN
My commission expires: 1-31-2000

RESIDENTIAL PROPERTY OWNERS

By Robert L. Wells
Robert L. Wells

Date Feb 2-8-96

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Robert L. Wells to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as his/her free act and deed for the uses and purposes therein set forth.



Marie L. Bakke
Notary Public, Anoka County, MN
My commission expires: 1-31-2000

By Margaret J. Wells
Margaret J. Wells

Date 2-8-96

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Margaret J. Wells to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as his/her free act and deed for the uses and purposes therein set forth.



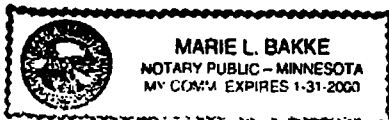
Marie L. Bakke
Notary Public, Anoka County, MN
My commission expires: 1-31-2000

RESIDENTIAL PROPERTY OWNERS

By Michael P Egan
Michael P. Egan

Date 2-8-96

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Michael P. Egan to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as his/her free act and deed for the uses and purposes therein set forth.



Marie L. Bakke
Notary Public, St. Croix County, MN
My commission expires: 1-31-2000

MINNESOTA POLLUTION CONTROL
AGENCY
CHARLES W. WILLIAMS, COMMISSIONER

By Gary A. Pulford
Title Section Manager
Delegee of the Commissioner

Date March 5, 1996

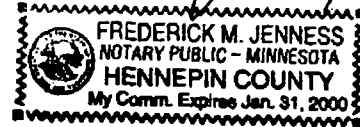
On this 5th day of March, 1996, before me a notary public within and for said County and State, personally appeared Gary A. Pulford, the Delegee of the Commissioner of the Minnesota Pollution Control Agency, to me personally known, who, being duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and acknowledged that he signed said instrument as the free act and deed of the State of Minnesota.

Frederick M. Jenness
Notary Public, Hennepin County, MN
My commission expires: January 31, 2000

As to form and execution by the
ATTORNEY GENERAL

By Alan C. Johnson
Assistant Attorney General

Date March 5, 1996



AG:13549 v1

AUTHORIZATION TO EXECUTE

The undersigned beneficiaries of the Egan Family Trust, hereby authorize their sister, Mary Egan Hackbarth and their brother, Joseph James Egan, to execute the Landfill Cleanup Agreement between the Egan Family Trust, the Oak Grove Trust and the Commissioner of the Minnesota Pollution Control Agency, and to take or cause such other actions to be taken on behalf of the Egan Family Trust as may be necessary for the implementation of that Agreement.

Dated: 1-2-96

William Michael Egan
William Michael Egan

Dated: 1-2-96

Edward Lawrence Egan
Edward Lawrence Egan

Dated: 12/22/95

Elizabeth Ann Irwin
Elizabeth Ann Irwin

Dated: 12-22-95

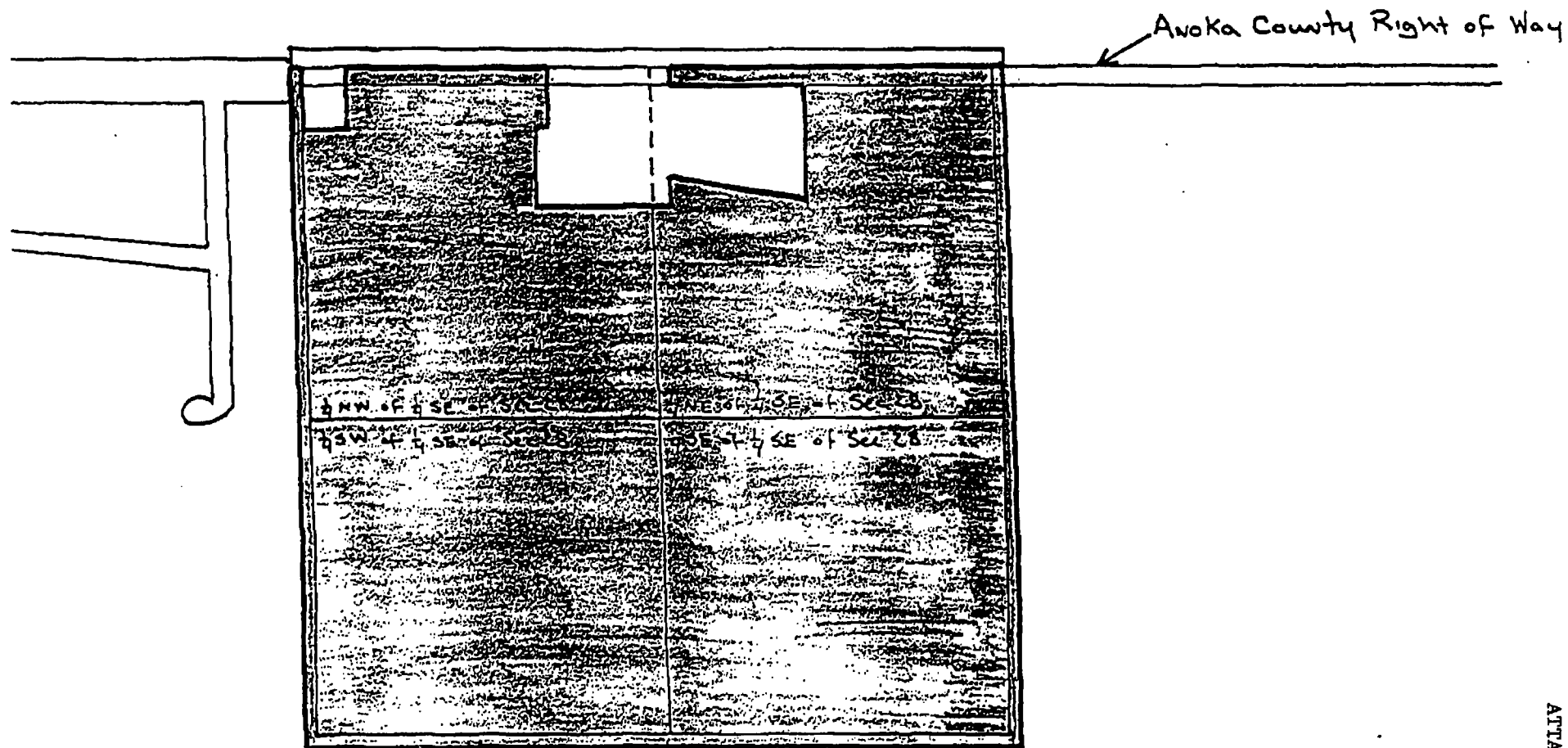
Susan Rose Hartfiel
Susan Rose Hartfiel

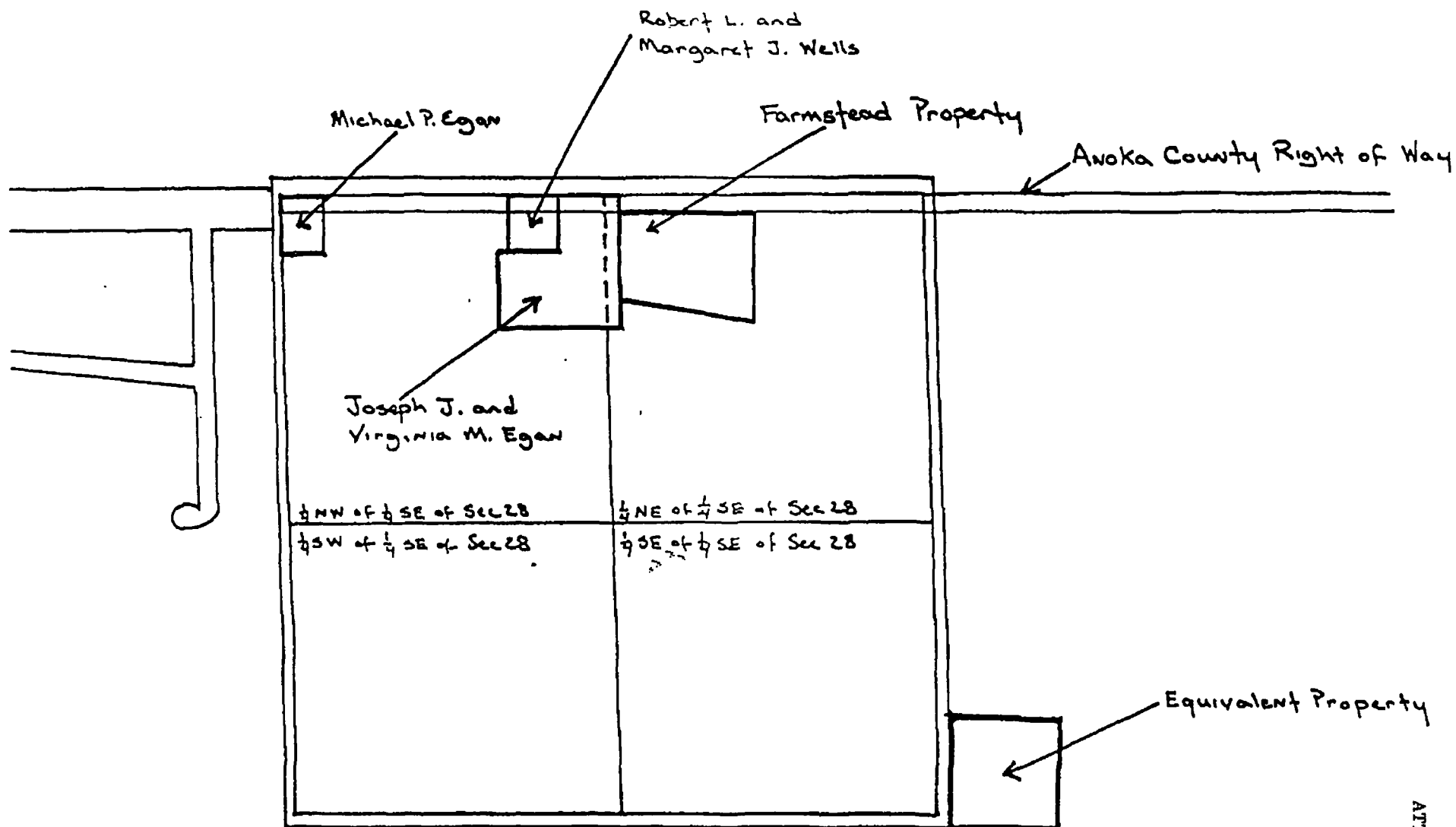
Dated: 12-22-95

Margaret Josephine Wells
Margaret Josephine Wells

Dated: 12-29-95

Maureen Catherine Williams
Maureen Catherine Williams





↑
N

ATTACHMENT D

Oak Grove Easement
Egan Family Trust

EASEMENT

THIS INDENTURE, made this 5th day of March, 19 96, between the Egan Family Trust, party of the first part, and the STATE OF MINNESOTA, a sovereign body, by its Commissioner of the Minnesota Pollution Control Agency ("MPCA"), party of the second part,

WITNESSETH:

WHEREAS, the Egan Family Trust entered into a Landfill Cleanup Agreement ("Cleanup Agreement") on February 8, 1996 with the Commissioner of the Minnesota Pollution Control Agency pursuant to the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.46 (1994) (the "Act"), related to the Oak Grove Landfill (the "Landfill"), which is located in Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota; and

WHEREAS, the Commissioner has the authority to acquire an interest in real property necessary for environmental response actions under Minn. Stat. §§ 115B.412, subd. 3 and 115B.17, subd. 15; and

WHEREAS, under the Cleanup Agreement, the Egan Family Trust agreed to convey to the STATE OF MINNESOTA an Easement to certain described parcels of property that it owns and which are hereinafter described.

NOW THEREFORE, the said party of the first part for valuable consideration does hereby grant a perpetual easement to the STATE OF MINNESOTA acting through its Commissioner of the Minnesota Pollution Control Agency ("Commissioner") for the purposes and under the terms and

conditions as hereinafter described in the following described premises situated in the County of Anoka and the State of Minnesota (the "Property"), to-wit:

The premises is as described on Exhibit A attached hereto and made a part hereof.

THE PURPOSE AND INTENT OF THIS EASEMENT IS TO allow the Commissioner, and employees, agents and contractors of the Commissioner and of the MPCA, to enter the Property and to take the following actions thereon which the Commissioner deems necessary to carry out his duties and authorities under the Act and under the Cleanup Agreement with respect to the Landfill:

1. To investigate the release of hazardous substances, pollutants or contaminants or landfill gas, including testing, sampling and monitoring activities.
2. To sample and maintain monitoring wells existing in or on the Property on the date of this Agreement.
3. To install, sample and maintain additional monitoring wells or other monitoring devices in or on the Property, and to install and maintain fences or other structures or equipment by which the Commissioner may control access by unauthorized persons to such wells or monitoring devices.

THE EASEMENT IS SUBJECT TO THE FOLLOWING COVENANTS AND CONDITIONS:

- A. The Commissioner shall consult with the owner before installing monitoring wells or devices, or fences or structures to control access to those wells or devices. The Commissioner, in

selecting the location of any such wells, monitoring devices, fences, or other structures or equipment shall attempt to avoid interference with the owner's use of the property.

B. The MPCA shall obtain all necessary permits for installation and maintenance of ground water monitoring wells on property which the Commissioner installs or to which the Commissioner has access under this Easement, shall maintain the wells, and upon completion of the environmental response actions for the Landfill, including all monitoring, shall seal the monitoring wells in accordance with State law.

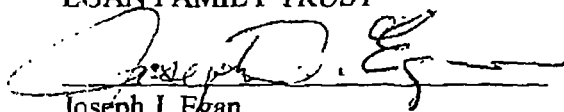
C. The owner shall allow access granted under this Easement conditioned only upon presentation of proper identification.

D. When the Commissioner determines, in his sole discretion, that the Easement is no longer necessary to carry out his duties or authorities under the Act or under the Cleanup Agreement, the Commissioner will file a release of the Easement with the recorder or registrar of titles of Anoka County. The owner may request the Commissioner to release the Easement, or to modify its scope or terms, at any time after issuance of the Notice of Compliance for the Landfill under the Act.

This Easement and the covenants contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the Property as described herein.

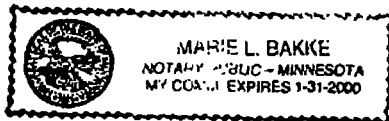
IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

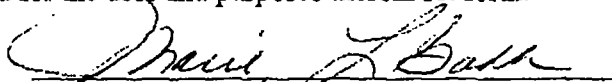
EGAN FAMILY TRUST

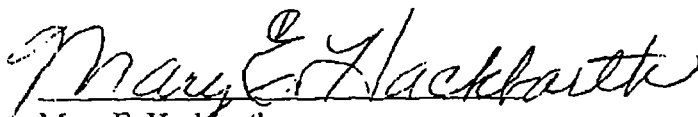

Joseph J. Egan
Trustee

STATE OF MINNESOTA
COUNTY OF ANOKA

On this 5th day of February, 1996, before me a notary public within and for said County and State, personally appeared Joseph J. Egan, to me personally known, who, being duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.



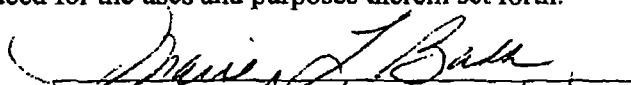

Notary Public, ANOKA County, MN
My commission expires 1-31-2000


Mary E. Hackbarth
Trustee

STATE OF MN
COUNTY OF ANOKA

On this 23rd day of February, 1996, before me a notary public within and for said County and State, personally appeared Mary E. Hackbarth, to me personally known, who, being duly sworn by me on oath, did say that she is the person who signed the foregoing instrument and acknowledged that she signed the same as her free act and deed for the uses and purposes therein set forth.




Notary Public, ANOKA County, MN
My commission expires 1-31-2000

WITH THE CONSENT OF THE OAK GROVE TRUST

Joseph J. Grabowski
Joseph J. Grabowski
Trustee

Mary E. Traynor
Mary E. Traynor, NORWEST BANK MINNESOTA, N.A.
Trustee

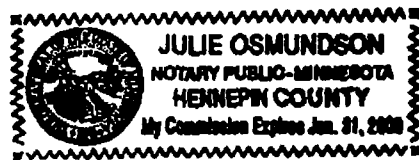
ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF Hennepin

On this 7th day of February, 1996, before me a notary public within and for said County and State, personally appeared Joseph J. Grabowski and Mary E. Traynor to me personally known, who, being duly sworn by me on oath, did say that they are the persons who signed the foregoing instrument and acknowledged that they signed the same as free act and deed for the uses and purposes therein set forth.

Julie Osmundson
Notary Public, Hennepin County, MN
My commission expires 1-31-2000



Accepted by the Commissioner of the Minnesota
Pollution Control Agency pursuant to Minn. Stat.
§§ 115B.412, subd. 3 and 115B.47, subd. 15.

By *Gary Pulford*
Delegee of the Commissioner

ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF RAMSEY

On this 5th day of March, 1996, before me a notary public within and for said
County and State, personally appeared Gary Pulford, Delegee of the
Commissioner of the Minnesota Pollution Control Agency, to me personally known, who, being
duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and
acknowledged that he signed said instrument as the free act and deed of the State of Minnesota.

Frederick M. Jenness
Notary Public, Hennepin County, MN
My commission expires January 31, 2000

THIS INSTRUMENT WAS DRAFTED BY:

Alan C. Williams
Assistant Attorney General
900 NCL Tower
445 Minnesota Street
St. Paul, Minnesota 55101

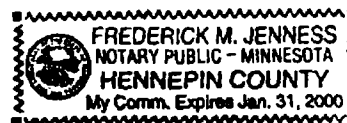


EXHIBIT A

That part of the Northeast Quarter of the Southeast Quarter of Section 28, Township 33, Range 24, Anoka County, Minnesota described as follows:

Commencing at the northwest corner of said Northeast Quarter of the Southeast Quarter; thence easterly on the north line of said Northeast Quarter of the Southeast Quarter a distance of 100 feet; thence southerly, at right angles to said north line a distance of 60.00 feet to the south right of way line of County State Aid Highway No. 22, as shown on Anoka County Highway Right of Way Plat No. 30 and to the point of beginning of the property to be described; thence continuing southerly, at right angles to said north line of the Northeast Quarter of the Southeast Quarter, a distance of 358.33 feet; thence easterly, angle right of 100 degrees 19 minutes 59 seconds, a distance of 416.76 feet; thence northerly, angle right of 79 degrees 40 minutes 01 seconds, a distance of 433.08 feet to said south right of way line of County State Aid Highway No. 22; thence westerly on said south right of way line a distance of 410.00 feet to said point of beginning.

ATTACHMENT E-1

Oak Grove Easement
Joseph J. and Virginia M. Egan

EASEMENT

THIS INDENTURE, made this 5th day of March, 19 96, between Joseph J. and Virginia M. Egan, party of the first part, and the STATE OF MINNESOTA, a sovereign body, by its Commissioner of the Minnesota Pollution Control Agency ("MPCA"), party of the second part,

WITNESSETH:

WHEREAS, Joseph J. and Virginia M. Egan entered into a Landfill Cleanup Agreement ("Cleanup Agreement") on February 8, 1996 with the Commissioner of the Minnesota Pollution Control Agency pursuant to the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.46 (1994) (the "Act"), related to the Oak Grove Landfill (the "Landfill"), which is located in Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota; and

WHEREAS, the Commissioner has the authority to acquire an interest in real property necessary for environmental response actions under Minn. Stat. §§ 115B.412, subd. 3 and 115B.17, subd. 15; and

WHEREAS, under the Cleanup Agreement, Joseph J. and Virginia M. Egan agreed to convey to the STATE OF MINNESOTA an Easement to certain described parcels of property that they own and which are hereinafter described.

NOW THEREFORE, the said party of the first part for valuable consideration does hereby grant a perpetual easement to the STATE OF MINNESOTA acting through its Commissioner of the

Minnesota Pollution Control Agency ("Commissioner") for the purposes and under the terms and conditions as hereinafter described in the following described premises situated in the County of Anoka and the State of Minnesota (the "Property"), to-wit:

All that part of the Northeast Quarter of the Southeast Quarter and of the Northwest Quarter of the Southeast Quarter of Section 28, Township 33, Range 24, Anoka County, Minnesota, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 28; thence Westerly along the North line of the Northwest Quarter of the Southeast Quarter of said Section 28 a distance of 200.00 feet; thence Southerly at right angles to said North line a distance of 200.00 feet; thence Westerly and parallel with said North line a distance of 215.00 feet; thence Southerly at right angles to said North line a distance of 306.41 feet; thence Easterly and parallel with said North line of the Northwest Quarter of the Southeast Quarter and North line of the Northeast Quarter of the Southeast Quarter a distance of 515.00 feet; thence Northerly and at right angles to the North line of said Northeast Quarter of the Southeast Quarter a distance of 506.41 feet to the North line of said Northeast Quarter of the Southeast Quarter; thence Westerly along the North line of said Northeast Quarter of the Southeast Quarter a distance of 100 feet to the point of beginning.

Subject to an easement for road purposes over the Northerly 33 feet thereof.

THE PURPOSE AND INTENT OF THIS EASEMENT IS TO allow the Commissioner, and employees, agents and contractors of the Commissioner and of the MPCA, to enter the Property and to take the following actions thereon which the Commissioner deems necessary to carry out his duties and authorities under the Act and under the Cleanup Agreement with respect to the Landfill:

1. To investigate the release of hazardous substances, pollutants or contaminants or landfill gas, including testing, sampling and monitoring activities.
2. To sample and maintain monitoring wells existing in or on the Property on the date of this Agreement.

3. To install, sample and maintain additional monitoring wells or other monitoring devices in or on the Property, and to install and maintain fences or other structures or equipment by which the Commissioner may control access by unauthorized persons to such wells or monitoring devices.

THE EASEMENT IS SUBJECT TO THE FOLLOWING COVENANTS AND
CONDITIONS:

A. The Commissioner shall consult with the owner before installing monitoring wells or devices, or fences or structures to control access to those wells or devices. The Commissioner, in selecting the location of any such wells, monitoring devices, fences, or other structures or equipment shall attempt to avoid interference with the owner's use of the property.

B. The MPCA shall obtain all necessary permits for installation and maintenance of ground water monitoring wells on property which the Commissioner installs or to which the Commissioner has access under this Easement, shall maintain the wells, and upon completion of the environmental response actions for the Landfill, including all monitoring, shall seal the monitoring wells in accordance with State law.

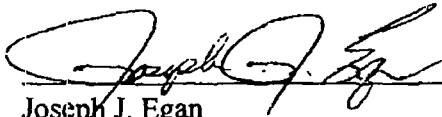
C. The owner shall allow access granted under this Easement conditioned only upon presentation of proper identification.

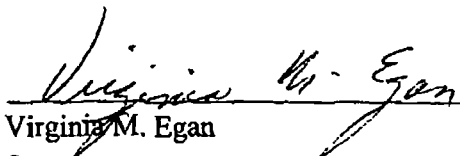
D. When the Commissioner determines, in his sole discretion, that the Easement is no longer necessary to carry out his duties or authorities under the Act or under the Cleanup Agreement, the Commissioner will file a release of the Easement with the recorder or registrar of titles of Anoka County. The owner may request the Commissioner to release the Easement, or to

modify its scope or terms, at any time after issuance of the Notice of Compliance for the Landfill under the Act.

This Easement and the covenants contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the Property as described herein.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

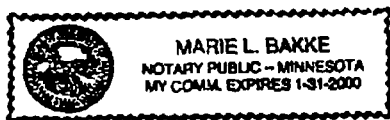

Joseph J. Egan
Owner

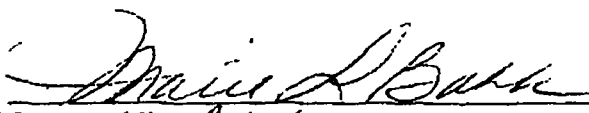

Virginia M. Egan
Owner

STATE OF MINNESOTA

COUNTY OF ANOKA

On this 8th day of February, 1994, before me a notary public within and for said County and State, personally appeared Joseph J. Egan and Virginia M. Egan, to me personally known, who, being duly sworn by me on oath, did say that he/she/they is/are the persons who signed the foregoing instrument and acknowledged that they signed the same as his/her free act and deed for the uses and purposes therein set forth.




Notary Public, ANOKA County, MN
My commission expires 1-31-2000

Accepted by the Commissioner of the Minnesota
Pollution Control Agency pursuant to Minn. Stat.
§§ 115B.012, subd. 3 and 115B.17, subd. 15.

By *Gary Pufford*

Delegee of the Commissioner

ACKNOWLEDGMENT

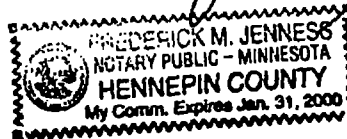
STATE OF MINNESOTA

COUNTY OF RAMSEY

On this 5th day of March, 1996, before me a notary public within and for said
County and State, personally appeared *Gary Pufford*, Delegee of the
Commissioner of the Minnesota Pollution Control Agency, to me personally known, who, being
duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and
acknowledged that he signed said instrument as the free act and deed of the State of Minnesota.

Frederick M. Jenness
Notary Public, Hennepin County, MN
My commission expires January 31, 2000

THIS INSTRUMENT WAS DRAFTED BY:



Alan C. Williams
Assistant Attorney General
900 NCL Tower
445 Minnesota Street
St. Paul, Minnesota 55101

ATTACHMENT E-2

Oak Grove Easement
Robert L. and Margaret J. Wells

EASEMENT

THIS INDENTURE, made this 5th day of March, 19 96, between Robert L. and Margaret J. Wells, party of the first part, and the STATE OF MINNESOTA, a sovereign body, by its Commissioner of the Minnesota Pollution Control Agency ("MPCA"), party of the second part,

WITNESSETH:

WHEREAS, Robert L. and Margaret J. Wells entered into a Landfill Cleanup Agreement ("Cleanup Agreement") on February 8, 1996 with the Commissioner of the Minnesota Pollution Control Agency pursuant to the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.46 (1994) (the "Act"), related to the Oak Grove Landfill (the "Landfill"), which is located in Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota; and

WHEREAS, the Commissioner has the authority to acquire an interest in real property necessary for environmental response actions under Minn. Stat. §§ 115B.412, subd. 3 and 115B.17, subd. 15; and

WHEREAS, under the Cleanup Agreement, Robert L. and Margaret J. Wells agreed to convey to the STATE OF MINNESOTA an Easement to certain described parcels of property that they own and which are hereinafter described.

NOW THEREFORE, the said party of the first part for valuable consideration does hereby grant a perpetual easement to the STATE OF MINNESOTA acting through its Commissioner of the

Minnesota Pollution Control Agency ("Commissioner") for the purposes and under the terms and conditions as hereinafter described in the following described premises situated in the County of Anoka and the State of Minnesota (the "Property"), to-wit:

That part of the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) of Section Twenty-eight (28), Township Thirty-three (33), Range Twenty-four (24), Anoka County, Minnesota, described as follows:

Commencing at the Northeast corner of the said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4); thence West on the North line of said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) a distance of Two hundred (200) feet to the actual point of beginning; thence continuing West along said North line of the said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) a distance of Two hundred (200 feet); thence South at right angles to the North line of said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) a distance of Two hundred (200) feet; thence East and parallel with the North line of said Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) a distance of Two hundred (200 feet); thence North to the point of beginning.

THE PURPOSE AND INTENT OF THIS EASEMENT IS TO allow the Commissioner, and employees, agents and contractors of the Commissioner and of the MPCA, to enter the Property and to take the following actions thereon which the Commissioner deems necessary to carry out his duties and authorities under the Act and under the Cleanup Agreement with respect to the Landfill:

1. To investigate the release of hazardous substances, pollutants or contaminants or landfill gas, including testing, sampling and monitoring activities.
2. To sample and maintain monitoring wells existing in or on the Property on the date of this Agreement.
3. To install, sample and maintain additional monitoring wells or other monitoring devices in or on the Property, and to install and maintain fences or other structures or

equipment by which the Commissioner may control access by unauthorized persons to such wells or monitoring devices.

THE EASEMENT IS SUBJECT TO THE FOLLOWING COVENANTS AND
CONDITIONS:

A. The Commissioner shall consult with the owner before installing monitoring wells or devices, or fences or structures to control access to those wells or devices. The Commissioner, in selecting the location of any such wells, monitoring devices, fences, or other structures or equipment shall attempt to avoid interference with the owner's use of the property.

B. The MPCA shall obtain all necessary permits for installation and maintenance of ground water monitoring wells on property which the Commissioner installs or to which the Commissioner has access under this Easement, shall maintain the wells, and upon completion of the environmental response actions for the Landfill, including all monitoring, shall seal the monitoring wells in accordance with State law.

C. The owner shall allow access granted under this Easement conditioned only upon presentation of proper identification.

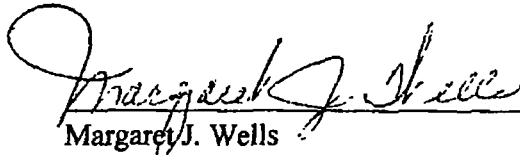
D. When the Commissioner determines, in his sole discretion, that the Easement is no longer necessary to carry out his duties or authorities under the Act or under the Cleanup Agreement, the Commissioner will file a release of the Easement with the recorder or registrar of titles of Anoka County. The owner may request the Commissioner to release the Easement, or to modify its scope or terms, at any time after issuance of the Notice of Compliance for the Landfill under the Act.

This Easement and the covenants contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the Property as described herein.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.



Robert L. Wells
Owner



Margaret J. Wells
Owner

STATE OF MINNESOTA

COUNTY OF Anoka

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Robert L. and Margaret J. Wells, to me personally known, who, being duly sworn by me on oath, did say that they are the persons who signed the foregoing instrument and acknowledged that they signed the same as his/her free act and deed for the uses and purposes therein set forth.



Notary Public, Anoka County, MN

My commission expires 1-31-2000

Accepted by the Commissioner of the Minnesota
Pollution Control Agency pursuant to Minn. Stat.
§§ 115B.12, subd. 3 and 115B.17, subd. 15.

By

Eary Pulford
Delegee of the Commissioner

ACKNOWLEDGMENT

STATE OF MINNESOTA

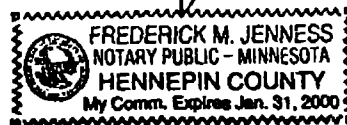
COUNTY OF RAMSEY

On this 5th day of March, 1996, before me a notary public within and for said
County and State, personally appeared Eary Pulford, Delegee of the
Commissioner of the Minnesota Pollution Control Agency, to me personally known, who, being
duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and
acknowledged that he signed said instrument as the free act and deed of the State of Minnesota.

Frederick M. Jenness
Notary Public, Hennepin County, MN
My commission expires January 31, 2000

THIS INSTRUMENT WAS DRAFTED BY:

Alan C. Williams
Assistant Attorney General
900 NCL Tower
445 Minnesota Street
St. Paul, Minnesota 55101



ATTACHMENT E-3

Oak Grove Easement
Michael P. Egan

EASEMENT

THIS INDENTURE, made this 5th day of March, 1996, between Michael P. Egan, party of the first part, and the STATE OF MINNESOTA, a sovereign body, by its Commissioner of the Minnesota Pollution Control Agency ("MPCA"), party of the second part,

WITNESSETH:

WHEREAS, Michael P. Egan entered into a Landfill Cleanup Agreement ("Cleanup Agreement") on February 8, 1996 with the Commissioner of the Minnesota Pollution Control Agency pursuant to the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.46 (1994) (the "Act"), related to the Oak Grove Landfill (the "Landfill"), which is located in Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota; and

WHEREAS, the Commissioner has the authority to acquire an interest in real property necessary for environmental response actions under Minn. Stat. §§ 115B.412, subd. 3 and 115B.17, subd. 15; and

WHEREAS, under the Cleanup Agreement, Michael P. Egan agreed to convey to the STATE OF MINNESOTA an Easement to certain described parcels of property that he owns and which are hereinafter described.

NOW THEREFORE, the said party of the first part for valuable consideration does hereby grant a perpetual easement to the STATE OF MINNESOTA acting through its Commissioner of the Minnesota Pollution Control Agency ("Commissioner") for the purposes and under the terms and

conditions as hereinafter described in the following described premises situated in the County of Anoka and the State of Minnesota (the "Property"), to-wit:

That part of the Southeast Quarter of Section Twenty-eight (28), Township Thirty-three (33), Range Twenty-four (24), Anoka County, Minnesota described as follows:

Commencing at the Northwest corner of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) a distance of Thirty-three (33) feet to the point of beginning; thence South and parallel with the Westerly line of the said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) a distance of Two Hundred (200 feet); thence East and parallel with the North line of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) a distance of One hundred fifty (150) feet; thence North and parallel with the Westerly line of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) to a point of intersection with the North line of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4); thence West along the North line of said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) to the point of beginning.

THE PURPOSE AND INTENT OF THIS EASEMENT IS TO allow the Commissioner, and employees, agents and contractors of the Commissioner and of the MPCA, to enter the Property and to take the following actions thereon which the Commissioner deems necessary to carry out his duties and authorities under the Act and under the Cleanup Agreement with respect to the Landfill:

1. To investigate the release of hazardous substances, pollutants or contaminants or landfill gas, including testing, sampling and monitoring activities.
2. To sample and maintain monitoring wells existing in or on the Property on the date of this Agreement.
3. To install, sample and maintain additional monitoring wells or other monitoring devices in or on the Property, and to install and maintain fences or other structures or equipment by which the Commissioner may control access by unauthorized persons to such wells or monitoring devices.

THE EASEMENT IS SUBJECT TO THE FOLLOWING COVENANTS AND
CONDITIONS:

A. The Commissioner shall consult with the owner before installing monitoring wells or devices, or fences or structures to control access to those wells or devices. The Commissioner, in selecting the location of any such wells, monitoring devices, fences, or other structures or equipment shall attempt to avoid interference with the owner's use of the property.

B. The MPCA shall obtain all necessary permits for installation and maintenance of ground water monitoring wells on property which the Commissioner installs or to which the Commissioner has access under this Easement, shall maintain the wells, and upon completion of the environmental response actions for the Landfill, including all monitoring, shall seal the monitoring wells in accordance with State law.

C. The owner shall allow access granted under this Easement conditioned only upon presentation of proper identification.

D. When the Commissioner determines, in his sole discretion, that the Easement is no longer necessary to carry out his duties or authorities under the Act or under the Cleanup Agreement, the Commissioner will file a release of the Easement with the recorder or registrar of titles of Anoka County. The owner may request the Commissioner to release the Easement, or to modify its scope or terms, at any time after issuance of the Notice of Compliance for the Landfill under the Act.

This Easement and the covenants contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the Property as described herein.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

Michael P. Egan

Michael P. Egan
Owner

STATE OF MINNESOTA

COUNTY OF Anoka

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Michael P. Egan, to me personally known, who, being duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.



Marie L. Bakke
Notary Public, Anoka County, MN
My commission expires 1-31-2000

Accepted by the Commissioner of the Minnesota
Pollution Control Agency pursuant to Minn. Stat.
§§ 115B.412, subd. 3 and 115B.17, subd. 15.

By *Gary Pulford*
Delegee of the Commissioner

ACKNOWLEDGMENT

STATE OF MINNESOTA

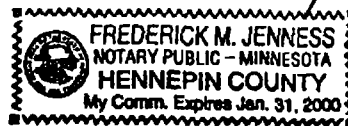
COUNTY OF RAMSEY

On this 5th day of March, 1996, before me a notary public within and for said
County and State, personally appeared *Gary Pulford*, Delegee of the
Commissioner of the Minnesota Pollution Control Agency, to me personally known, who, being
duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and
acknowledged that he signed said instrument as the free act and deed of the State of Minnesota.

Frederick M. Jenness
Notary Public, Hennepin County, MN
My commission expires January 31, 2000

THIS INSTRUMENT WAS DRAFTED BY:

Alan C. Williams
Assistant Attorney General
900 NCL Tower
445 Minnesota Street
St. Paul, Minnesota 55101



ATTACHMENT F

Oak Grove Declaration
Egan Family Trust

**DECLARATION OF RESTRICTIONS
AND COVENANTS**

THIS DECLARATION, made this 5th day of March, 1996, by the Egan Family Trust ("Declarant"):

WITNESSETH:

WHEREAS, Declarant is the fee owner of the real property legally described herein; and

WHEREAS, Declarant entered into a Landfill Cleanup Agreement on February 8, 1996 with the Commissioner of the Minnesota Pollution Control Agency (the "Commissioner") pursuant to the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.46 (1994) (the "Act"), related to the Oak Grove Landfill (the "Landfill") which Declarant owns and which is located in Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota; and

WHEREAS, under the Landfill Cleanup Agreement ("Cleanup Agreement"), Declarant agreed to place a Restrictive Covenant on portions of certain parcels of property that it owns and which are hereinafter described.

NOW THEREFORE, in consideration of the foregoing, Declarant makes the following declarations as to limitations and restrictions with respect to the use of the Property as hereinafter described, and specifies that such declarations shall constitute covenants to run with the land as provided by law and shall be binding on all parties and all persons claiming under them.

1. As used in this Declaration, "Property" means and refers to the following legally described parcel of real property owned by the Declarant:

The premises is as described on Exhibit A attached hereto and made a part hereof.

2. No drinking water well shall be installed in or on the Property without the written approval of the Commissioner and the Minnesota Department of Health.

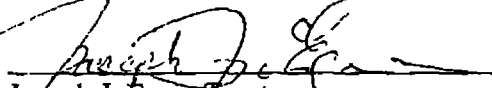
3. No excavation, dewatering, or other construction activity requiring any disturbance of soil, surface water or ground water in or on the Property, including installation of any well for purposes other than human consumption, may be commenced without first notifying and obtaining the approval of the Commissioner. There shall be no residential occupancy of any kind on the Property. Any storage of vehicles or equipment on the Property shall be on a concrete or asphalt pad constructed in accordance with a plan approved by the Commissioner. The Commissioner shall approve or disapprove of any proposed action based on the Commissioner's determination of whether the action would interfere with any environmental response actions related to the Landfill.

4. When the Commissioner determines, in his sole discretion, that any restriction or limitation imposed under this Declaration is no longer necessary to carry out his duties or authorities under the Act or under the Cleanup Agreement, the Commissioner will modify or release the restriction and release all or a portion of the Property from all or any part of the terms and conditions of this Declaration, by filing a modification or release of this Declaration with the county recorder or registrar of titles in Anoka County. The owner may request the Commissioner to release this Declaration, or to modify its scope or terms, at any time

after issuance of the Notice of Compliance for the Landfill.

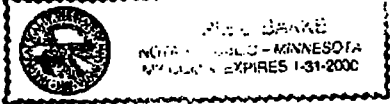
IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this declaration to be executed on the day and year first above written.

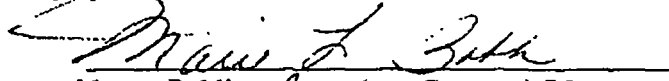
EGAN FAMILY TRUST


Joseph J. Egan, Trustee

STATE OF MINNESOTA
COUNTY OF ANOKA

On this 22nd day of February, 1996, before me a notary public within and for said County and State, personally appeared Joseph J. Egan, to me personally known, who, being duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.




Notary Public, ANOKA County, MN
My commission expires 1-31-2000



Mary E. Hackbarth, Trustee

STATE OF MN
COUNTY OF ANOKA



On this 20th day of February, 1996, before me a notary public within and for said County and State, personally appeared Mary E. Hackbarth, to me personally known, who, being duly sworn by me on oath, did say that she is the person who signed the foregoing instrument and acknowledged that she signed the same as her free act and deed for the uses and purposes therein set forth:




Notary Public, ANOKA County, MN
My commission expires 1-31-2000

WITH THE CONSENT OF THE OAK GROVE TRUST

Joseph J. Grabowski
Joseph J. Grabowski
Trustee

Mary E. Traynor
Mary E. Traynor, NORWEST BANK
Trustee MINNESOTA, N.A.

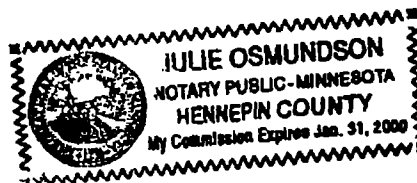
ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF Hennepin

On this 7th day of January, 1996, before me a notary public within and for said County and State, personally appeared Joseph J. Grabowski and Mary E. Traynor to me personally known, who, being duly sworn by me on oath, did say that they are the persons who signed the foregoing instrument and acknowledged that they signed the same as free act and deed for the uses and purposes therein set forth.

Julie Osmundson
Notary Public, Hennepin County, MN
My commission expires 1-31-2000



Accepted by the Commissioner of
the Minnesota Pollution Control Agency
pursuant to Minn. Stat. §§ 115B.412, subd. 3
and 115B.17, subd. 15

By *Gary Pulford*
Delegee of the Commissioner

ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF RAMSEY

On this 5th day of March, 1996, before me a notary public within and for said
County and State, personally appeared *Gary Pulford*, Delegee of the
Commissioner of the Minnesota Pollution Control Agency, to me personally known, who being
duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and
acknowledged that he signed said instrument as the free act and deed of the State of Minnesota.

Frederick M. Jenness
Notary Public, Hennepin County, MN
My commission expires January 31, 2000

THIS INSTRUMENT WAS DRAFTED BY:

Alan C. Williams
Assistant Attorney General
900 NCL Tower
445 Minnesota Street
St. Paul, Minnesota 55101

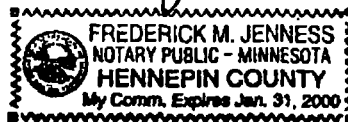


EXHIBIT A

That part of the Northeast Quarter of the Southeast Quarter of Section 28, Township 33, Range 24, Anoka County, Minnesota described as follows:

Commencing at the northwest corner of said Northeast Quarter of the Southeast Quarter; thence easterly on the north line of said Northeast Quarter of the Southeast Quarter a distance of 100 feet; thence southerly, at right angles to said north line a distance of 60.00 feet to the south right of way line of County State Aid Highway No. 22, as shown on Anoka County Highway Right of Way Plat No. 30 and to the point of beginning of the property to be described; thence continuing southerly, at right angles to said north line of the Northeast Quarter of the Southeast Quarter, a distance of 358.33 feet; thence easterly, angle right of 100 degrees 19 minutes 59 seconds, a distance of 416.76 feet; thence northerly, angle right of 79 degrees 40 minutes 01 seconds, a distance of 433.08 feet to said south right of way line of County State Aid Highway No. 22; thence westerly on said south right of way line a distance of 410.00 feet to said point of beginning.

ATTACHMENT G-1

Oak Grove Declaration
Joseph J. and Virginia M. Egan

DECLARATION OF RESTRICTIONS

AND COVENANTS

THIS DECLARATION, made this 5th day of March, 1996, by Joseph J. and Virginia M. Egan ("Declarants"):

WITNESSETH:

WHEREAS, Declarants are the fee owners of the real property legally described herein;
and

WHEREAS, Declarants entered into a Landfill Cleanup Agreement on February 8, 1996 with the Commissioner of the Minnesota Pollution Control Agency (the "Commissioner") pursuant to the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.46 (1994) (the "Act"), related to the Oak Grove Landfill (the "Landfill") which Declarants own and which is located in Section 28, Township 33 North, Range 24 West, Oak Grove Township, Anoka County, Minnesota; and

WHEREAS, under the Landfill Cleanup Agreement ("Cleanup Agreement"), Declarants agreed to place a Restrictive Covenant on portions of certain parcels of property that they own and which are hereinafter described.

NOW THEREFORE, in consideration of the foregoing, Declarants make the following declarations as to limitations and restrictions with respect to the use of the Property as hereinafter described, and specifies that such declarations shall constitute covenants to run with the land as provided by law and shall be binding on all parties and all persons claiming under them.

1. As used in this Declaration, "Property" means and refers to the following

legally described parcel of real property owned by the Declarants:

All that part of the Northeast Quarter of the Southeast Quarter and of the Northwest Quarter of the Southeast Quarter of Section 28, Township 33, Range 24, Anoka County, Minnesota, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 28; thence Westerly along the North line of the Northwest Quarter of the Southeast Quarter of said Section 28 a distance of 200.00 feet; thence Southerly at right angles to said North line a distance of 200.00 feet; thence Westerly and parallel with said North line a distance of 215.00 feet; thence Southerly at right angles to said North line a distance of 306.41 feet; thence Easterly and parallel with said North line of the Northwest Quarter of the Southeast Quarter and North line of the Northeast Quarter of the Southeast Quarter a distance of 515.00 feet; thence Northerly and at right angles to the North line of said Northeast Quarter of the Southeast Quarter a distance of 506.41 feet to the North line of said Northeast Quarter of the Southeast Quarter; thence Westerly along the North line of said Northeast Quarter of the Southeast Quarter a distance of 100 feet to the point of beginning.

Subject to an easement for road purposes over the Northerly 33 feet thereof.

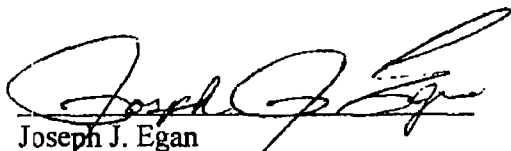
2. No drinking water well shall be installed in or on the Property without the written approval of the Commissioner and the Minnesota Department of Health.

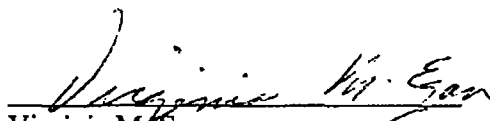
3. No excavation, dewatering, or other construction activity requiring any disturbance of soil, surface water or ground water in or on the Property, including installation of any well for purposes other than human consumption, may be commenced without first notifying and obtaining the approval of the Commissioner. The Commissioner shall approve or disapprove of any proposed action based on the Commissioner's determination of whether the action would interfere with any environmental response actions related to the Landfill.

4. When the Commissioner determines, in his sole discretion, that any restriction or limitation imposed under this Declaration is no longer necessary to carry out his duties or authorities under the Act or under the Cleanup Agreement, the Commissioner will modify or release the restriction and release all or a portion of the Property from all or any part of

the terms and conditions of this Declaration, by filing a modification or release of this Declaration with the county recorder or registrar of titles in Anoka County. The owner may request the Commissioner to release this Declaration, or to modify its scope or terms, at any time after issuance of the Notice of Compliance for the Landfill.

IN WITNESS WHEREOF, the undersigned being the Declarants herein have caused this declaration to be executed on the day and year first above written.


Joseph J. Egan
Owner

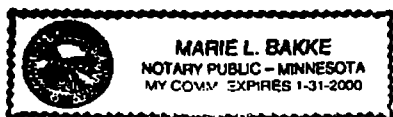

Virginia M. Egan
Owner


ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF ANOKA

On this 8th day of February, 1996, before me a notary public within and for said County and State, personally appeared Joseph J. Egan and Virginia M. Egan, to me personally known, who, being duly sworn by me on oath, did say that they are the persons who signed the foregoing instrument and acknowledged that they signed the same as free act and deed for the uses and purposes therein set forth.




Notary Public, ANOKA County, MN
My commission expires 1-31-2000

Accepted by the Commissioner of
the Minnesota Pollution Control Agency
pursuant to Minn. Stat. §§ 115B.412, subd. 3
and 115B.17, subd. 15

By

Gary Pulford
Delegee of the Commissioner

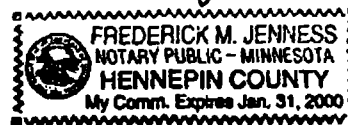
ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF RAMSEY

On this 5th day of March 19 96, before me a notary public within and for said
County and State, personally appeared Gary Pulford, Delegee of the
Commissioner of the Minnesota Pollution Control Agency, to me personally known, who being
duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and
acknowledged that he signed said instrument as the free act and deed of the State of Minnesota.

Frederick M. Jenness
Notary Public, Hennepin County, MN
My commission expires January 31, 2000



THIS INSTRUMENT WAS DRAFTED BY:

Alan C. Williams
Assistant Attorney General
900 NCL Tower
445 Minnesota Street
St. Paul, Minnesota 55101

ATTACHMENT 3

Site Inspection Checklist

I. SITE INFORMATION					
Site name: <u>Oak Grove Sanitary Landfill</u>		Date of inspection: <u>4/24/07</u>			
Location and Region: <u>5</u>		EPA ID: <u>MND980904056</u>			
Agency, office, or company leading the five-year review: <u>U.S. EPA, Region 5</u>		Weather/temperature: <u>Cloudy 57°F</u>			
Remedy Includes: (Check all that apply) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Landfill cover/containment <input checked="" type="checkbox"/> Access controls <input checked="" type="checkbox"/> Institutional controls <input type="checkbox"/> Groundwater pump and treatment <input type="checkbox"/> Surface water collection and treatment <input checked="" type="checkbox"/> Other <u>gas vents, monitoring</u> </td> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Monitored natural attenuation <input type="checkbox"/> Groundwater containment <input type="checkbox"/> Vertical barrier walls </td> </tr> </table>				<input checked="" type="checkbox"/> Landfill cover/containment <input checked="" type="checkbox"/> Access controls <input checked="" type="checkbox"/> Institutional controls <input type="checkbox"/> Groundwater pump and treatment <input type="checkbox"/> Surface water collection and treatment <input checked="" type="checkbox"/> Other <u>gas vents, monitoring</u>	<input checked="" type="checkbox"/> Monitored natural attenuation <input type="checkbox"/> Groundwater containment <input type="checkbox"/> Vertical barrier walls
<input checked="" type="checkbox"/> Landfill cover/containment <input checked="" type="checkbox"/> Access controls <input checked="" type="checkbox"/> Institutional controls <input type="checkbox"/> Groundwater pump and treatment <input type="checkbox"/> Surface water collection and treatment <input checked="" type="checkbox"/> Other <u>gas vents, monitoring</u>	<input checked="" type="checkbox"/> Monitored natural attenuation <input type="checkbox"/> Groundwater containment <input type="checkbox"/> Vertical barrier walls				
Attachments: <input type="checkbox"/> Inspection team roster attached <input type="checkbox"/> Site map attached					
II. INTERVIEWS (Check all that apply)					
1. O&M site manager <u>Jean Hanson</u> <u>Project Leader, MPA</u> <u>4/24/07</u> <div style="text-align: center; margin-top: -10px;"> Name Title Date </div> Interviewed <input checked="" type="checkbox"/> at site <input type="checkbox"/> at office <input checked="" type="checkbox"/> by phone Phone no. _____ Problems, suggestions; <input type="checkbox"/> Report attached _____ _____					
2. O&M staff _____ <div style="text-align: center; margin-top: -10px;"> Name Title Date </div> Interviewed <input type="checkbox"/> at site <input type="checkbox"/> at office <input type="checkbox"/> by phone Phone no. _____ Problems, suggestions; <input type="checkbox"/> Report attached _____ _____					

3. **Local regulatory authorities and response agencies** (i.e., State and Tribal offices, emergency response office, police department, office of public health or environmental health, zoning office, recorder of deeds, or other city and county offices, etc.) Fill in all that apply.

Agency MPCA
Contact Jean Hanson Project Leader 4/24/07 651-296-7390
Name Title Date Phone no.
Problems; suggestions; G Report attached _____

Agency MPCA
Contact Joe Julik Hydrogeologist 4/24/07 651-296-8454
Name Title Date Phone no.
Problems; suggestions; G Report attached _____

Agency _____
Contact _____
Name Title Date Phone no.
Problems; suggestions; G Report attached _____

Agency _____
Contact _____
Name Title Date Phone no.
Problems; suggestions; G Report attached _____

4. **Other interviews (optional)** G Report attached.

III. ON-SITE DOCUMENTS & RECORDS VERIFIED (Check all that apply)				
1.	O&M Documents <input checked="" type="checkbox"/> O&M manual G As-built drawings <input checked="" type="checkbox"/> Maintenance logs Remarks _____	<input checked="" type="checkbox"/> Readily available G Readily available <input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date G Up to date <input checked="" type="checkbox"/> Up to date	G N/A G N/A G N/A
2.	Site-Specific Health and Safety Plan <input checked="" type="checkbox"/> Contingency plan/emergency response plan Remarks _____	<input checked="" type="checkbox"/> Readily available <input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date <input checked="" type="checkbox"/> Up to date	G N/A G N/A
3.	O&M and OSHA Training Records Remarks _____	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	G N/A
4.	Permits and Service Agreements G Air discharge permit G Effluent discharge G Waste disposal, POTW G Other permits _____ Remarks _____	G Readily available G Readily available G Readily available G Readily available	G Up to date G Up to date G Up to date G Up to date	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A
5.	Gas Generation Records Remarks _____	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	G N/A
6.	Settlement Monument Records Remarks _____	G Readily available	G Up to date	<input checked="" type="checkbox"/> N/A
7.	Groundwater Monitoring Records Remarks _____	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	G N/A
8.	Leachate Extraction Records Remarks _____	G Readily available	G Up to date	<input checked="" type="checkbox"/> N/A
9.	Discharge Compliance Records G Air G Water (effluent) Remarks _____	G Readily available G Readily available	G Up to date G Up to date	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A
10.	Daily Access/Security Logs Remarks _____	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	G N/A

IV. O&M COSTS																																											
1.	O&M Organization <input checked="" type="checkbox"/> State in-house <input checked="" type="checkbox"/> Contractor for State <input type="checkbox"/> PRP in-house <input type="checkbox"/> Contractor for PRP <input type="checkbox"/> Federal Facility in-house <input type="checkbox"/> Contractor for Federal Facility <input type="checkbox"/> Other _____																																										
2.	O&M Cost Records <input checked="" type="checkbox"/> Readily available <input checked="" type="checkbox"/> Up to date <input checked="" type="checkbox"/> Funding mechanism/agreement in place Original O&M cost estimate <u>\$ 70,000 / year</u> <input type="checkbox"/> Breakdown attached <div style="text-align: center;">Total annual cost by year for review period if available</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">From _____</td> <td style="width: 10%;">To _____</td> <td style="width: 20%;"></td> <td style="width: 10%;"></td> <td style="width: 40%;"></td> </tr> <tr> <td style="text-align: center;">Date</td> <td style="text-align: center;">Date</td> <td style="text-align: center;">Total cost</td> <td></td> <td><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td>From _____</td> <td>To _____</td> <td></td> <td></td> <td><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td style="text-align: center;">Date</td> <td style="text-align: center;">Date</td> <td style="text-align: center;">Total cost</td> <td></td> <td><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td>From _____</td> <td>To _____</td> <td></td> <td></td> <td><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td style="text-align: center;">Date</td> <td style="text-align: center;">Date</td> <td style="text-align: center;">Total cost</td> <td></td> <td><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td>From _____</td> <td>To _____</td> <td></td> <td></td> <td><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td style="text-align: center;">Date</td> <td style="text-align: center;">Date</td> <td style="text-align: center;">Total cost</td> <td></td> <td><input type="checkbox"/> Breakdown attached</td> </tr> </table>			From _____	To _____				Date	Date	Total cost		<input type="checkbox"/> Breakdown attached	From _____	To _____			<input type="checkbox"/> Breakdown attached	Date	Date	Total cost		<input type="checkbox"/> Breakdown attached	From _____	To _____			<input type="checkbox"/> Breakdown attached	Date	Date	Total cost		<input type="checkbox"/> Breakdown attached	From _____	To _____			<input type="checkbox"/> Breakdown attached	Date	Date	Total cost		<input type="checkbox"/> Breakdown attached
From _____	To _____																																										
Date	Date	Total cost		<input type="checkbox"/> Breakdown attached																																							
From _____	To _____			<input type="checkbox"/> Breakdown attached																																							
Date	Date	Total cost		<input type="checkbox"/> Breakdown attached																																							
From _____	To _____			<input type="checkbox"/> Breakdown attached																																							
Date	Date	Total cost		<input type="checkbox"/> Breakdown attached																																							
From _____	To _____			<input type="checkbox"/> Breakdown attached																																							
Date	Date	Total cost		<input type="checkbox"/> Breakdown attached																																							
3.	Unanticipated or Unusually High O&M Costs During Review Period Describe costs and reasons: <u>N/A</u> _____ _____ _____ _____																																										
V. ACCESS AND INSTITUTIONAL CONTROLS <input checked="" type="checkbox"/> Applicable <input type="checkbox"/> N/A																																											
A. Fencing <u>In place.</u>																																											
1.	Fencing damaged Remarks _____	<input checked="" type="checkbox"/> Location shown on site map	<input type="checkbox"/> Gates secured <input type="checkbox"/> N/A																																								
B. Other Access Restrictions																																											
1.	Signs and other security measures Remarks _____	<input checked="" type="checkbox"/> Location shown on site map	<input type="checkbox"/> N/A																																								

C. Institutional Controls (ICs)**1. Implementation and enforcement**

Site conditions imply ICs not properly implemented

G Yes ☒ No ☒ G N/A

Site conditions imply ICs not being fully enforced

G Yes ☒ No ☒ G N/AType of monitoring (e.g., self-reporting, drive by) Monthly inspections by MPCA.Frequency Monthly.Responsible party/agency MPCAContact Jean HansonProject Leader4/24/07651-296-7390

Name

Title

Date

Phone no.

Reporting is up-to-date

☒ Yes ☒ No ☒ N/A

Reports are verified by the lead agency

☒ Yes ☒ No ☒ N/A

Specific requirements in deed or decision documents have been met

☒ Yes ☒ No ☒ N/A

Violations have been reported

☒ Yes ☒ No ☒ N/A

Other problems or suggestions: G Report attached

Land Use Plan to be developed by MPCA.**2. Adequacy**☒ ICs are adequate

G ICs are inadequate

G N/A

Remarks _____

D. General**1. Vandalism/trespassing**

G Location shown on site map

☒ No vandalism evident

Remarks _____

2. Land use changes on site ☒ N/A

Remarks _____

3. Land use changes off site ☒ N/A

Remarks _____

VI. GENERAL SITE CONDITIONS**A. Roads**☒ Applicable

G N/A

1. Roads damaged

G Location shown on site map

G Roads adequate

☒ N/A

Remarks _____

B. Other Site Conditions			
Remarks _____ _____ _____ _____ _____			
VII. LANDFILL COVERS X Applicable G N/A			
A. Landfill Surface			
1.	Settlement (Low spots) Areal extent _____ Remarks _____	G Location shown on site map _____ Depth _____	X Settlement not evident
2.	Cracks Lengths _____ Widths _____ Depths _____ Remarks _____	G Location shown on site map _____	X Cracking not evident
3.	Erosion Areal extent _____ Remarks _____	G Location shown on site map _____ Depth _____	X Erosion not evident
4.	Holes Areal extent _____ Remarks _____	G Location shown on site map _____ Depth _____	X Holes not evident
5.	Vegetative Cover G Grass X Cover properly established X No signs of stress G Trees/Shrubs (indicate size and locations on a diagram) Remarks _____		
6.	Alternative Cover (armored rock, concrete, etc.) X N/A Remarks _____		
7.	Bulges Areal extent _____ Remarks _____	G Location shown on site map _____ Height _____	X Bulges not evident

8.	Wet Areas/Water Damage G Wet areas G Ponding G Seeps G Soft subgrade Remarks _____	X Wet areas/water damage not evident G Location shown on site map G Location shown on site map G Location shown on site map G Location shown on site map	Areal extent _____ Areal extent _____ Areal extent _____ Areal extent _____
9.	Slope Instability Areal extent _____ Remarks _____	G Slides G Location shown on site map	X No evidence of slope instability
B. Benches G Applicable X N/A (Horizontally constructed mounds of earth placed across a steep landfill side slope to interrupt the slope in order to slow down the velocity of surface runoff and intercept and convey the runoff to a lined channel.)			
1.	Flows Bypass Bench Remarks _____	G Location shown on site map	G N/A or okay
2.	Bench Breached Remarks _____	G Location shown on site map	G N/A or okay
3.	Bench Overtopped Remarks _____	G Location shown on site map	G N/A or okay
C. Letdown Channels G Applicable X N/A (Channel lined with erosion control mats, riprap, grout bags, or gabions that descend down the steep side slope of the cover and will allow the runoff water collected by the benches to move off of the landfill cover without creating erosion gullies.)			
1.	Settlement Areal extent _____ Remarks _____	G Location shown on site map Depth _____	G No evidence of settlement
2.	Material Degradation Material type _____ Remarks _____	G Location shown on site map Areal extent _____	G No evidence of degradation
3.	Erosion Areal extent _____ Remarks _____	G Location shown on site map Depth _____	G No evidence of erosion

4.	Undercutting Areal extent _____ Remarks _____	G Location shown on site map Depth _____	G No evidence of undercutting
5.	Obstructions Type _____ G Location shown on site map Size _____ Remarks _____		G No obstructions Areal extent _____
6.	Excessive Vegetative Growth Type _____ G No evidence of excessive growth G Vegetation in channels does not obstruct flow G Location shown on site map Remarks _____		Areal extent _____
D. Cover Penetrations X Applicable G N/A			
1.	Gas Vents X Properly secured/locked G Evidence of leakage at penetration G N/A Remarks _____	X Active X Functioning G Passive X Routinely sampled G Needs Maintenance	X Good condition X N/A
2.	Gas Monitoring Probes X Properly secured/locked G Evidence of leakage at penetration Remarks _____	G Functioning X Routinely sampled G Needs Maintenance	X Good condition G N/A
3.	Monitoring Wells (within surface area of landfill) X Properly secured/locked G Evidence of leakage at penetration Remarks _____	G Functioning X Routinely sampled G Needs Maintenance	X Good condition G N/A
4.	Leachate Extraction Wells G Properly secured/locked G Evidence of leakage at penetration Remarks _____	G Functioning G Routinely sampled G Needs Maintenance	G Good condition X N/A
5.	Settlement Monuments Remarks _____	G Located G Routinely surveyed	X N/A

E. Gas Collection and Treatment			X Applicable	X N/A
1.	Gas Treatment Facilities X Flaring G Thermal destruction G Collection for reuse X Good condition G Needs Maintenance Remarks _____			
2.	Gas Collection Wells, Manifolds and Piping X Good condition G Needs Maintenance Remarks _____			
3.	Gas Monitoring Facilities (e.g., gas monitoring of adjacent homes or buildings) G Good condition G Needs Maintenance G N/A Remarks _____			
F. Cover Drainage Layer			G Applicable	X N/A
1.	Outlet Pipes Inspected G Functioning G N/A Remarks _____			
2.	Outlet Rock Inspected G Functioning G N/A Remarks _____			
G. Detention/Sedimentation Ponds			G Applicable	X N/A
1.	Siltation Areal extent _____ Depth _____ G N/A G Siltation not evident Remarks _____			
2.	Erosion Areal extent _____ Depth _____ G Erosion not evident Remarks _____			
3.	Outlet Works G Functioning G N/A Remarks _____			
4.	Dam G Functioning G N/A Remarks _____			

H. Retaining Walls		G Applicable	G N/A
1.	Deformations Horizontal displacement _____ Rotational displacement _____ Remarks _____	G Location shown on site map	G Deformation not evident Vertical displacement _____
2.	Degradation Remarks _____	G Location shown on site map	G Degradation not evident
I. Perimeter Ditches/Off-Site Discharge		G Applicable	G N/A
1.	Siltation Areal extent _____ Remarks _____	G Location shown on site map	G Siltation not evident Depth _____
2.	Vegetative Growth G Vegetation does not impede flow Areal extent _____ Remarks _____	G Location shown on site map	G N/A Type _____
3.	Erosion Areal extent _____ Remarks _____	G Location shown on site map	G Erosion not evident Depth _____
4.	Discharge Structure Remarks _____	G Functioning	G N/A
VIII. VERTICAL BARRIER WALLS		G Applicable	G N/A
1.	Settlement Areal extent _____ Remarks _____	G Location shown on site map	G Settlement not evident Depth _____
2.	Performance Monitoring Type of monitoring _____ G Performance not monitored Frequency _____ Head differential _____ Remarks _____		G Evidence of breaching

C. Treatment System		G Applicable	X N/A
1.	Treatment Train (Check components that apply) G Metals removal G Oil/water separation G Bioremediation G Air stripping G Carbon adsorbers G Filters _____ G Additive (e.g., chelation agent, flocculent) _____ G Others _____ G Good condition G Needs Maintenance G Sampling ports properly marked and functional G Sampling/maintenance log displayed and up to date G Equipment properly identified G Quantity of groundwater treated annually _____ G Quantity of surface water treated annually _____ Remarks _____		
2.	Electrical Enclosures and Panels (properly rated and functional) G N/A G Good condition G Needs Maintenance Remarks _____		
3.	Tanks, Vaults, Storage Vessels G N/A G Good condition G Proper secondary containment G Needs Maintenance Remarks _____		
4.	Discharge Structure and Appurtenances G N/A G Good condition G Needs Maintenance Remarks _____		
5.	Treatment Building(s) G N/A G Good condition (esp. roof and doorways) G Needs repair G Chemicals and equipment properly stored Remarks _____		
6.	Monitoring Wells (pump and treatment remedy) G Properly secured/locked G Functioning G Routinely sampled G Good condition G All required wells located G Needs Maintenance G N/A Remarks _____		
D. Monitoring Data			
1.	Monitoring Data X Is routinely submitted on time X Is of acceptable quality		
2.	Monitoring data suggests: X Groundwater plume is effectively contained X Contaminant concentrations are declining		

D. Monitored Natural Attenuation			
1.	Monitoring Wells (natural attenuation remedy) <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <input checked="" type="checkbox"/> Properly secured/locked <input checked="" type="checkbox"/> All required wells located </div> <div style="width: 30%;"> <input checked="" type="checkbox"/> Functioning <input type="checkbox"/> Needs Maintenance </div> <div style="width: 30%;"> <input checked="" type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition <input type="checkbox"/> N/A </div> </div> <div style="margin-top: 5px;"> Remarks _____ _____ _____ </div>		
X. OTHER REMEDIES			
If there are remedies applied at the site which are not covered above, attach an inspection sheet describing the physical nature and condition of any facility associated with the remedy. An example would be soil vapor extraction.			
XI. OVERALL OBSERVATIONS			
A. Implementation of the Remedy			
Describe issues and observations relating to whether the remedy is effective and functioning as designed. Begin with a brief statement of what the remedy is to accomplish (i.e., to contain contaminant plume, minimize infiltration and gas emission, etc.). <div style="margin-top: 10px;"> <u>MNA of contaminant plume. MNA occurring.</u> <u>Landfill cover. In place.</u> _____ _____ _____ _____ _____ _____ _____ _____ </div>			
B. Adequacy of O&M			
Describe issues and observations related to the implementation and scope of O&M procedures. In particular, discuss their relationship to the current and long-term protectiveness of the remedy. <div style="margin-top: 10px;"> <u>O&M by MPCA and contractor.</u> <u>Very effective.</u> _____ _____ _____ _____ _____ _____ _____ _____ </div>			

C. Early Indicators of Potential Remedy Problems

Describe issues and observations such as unexpected changes in the cost or scope of O&M or a high frequency of unscheduled repairs, that suggest that the protectiveness of the remedy may be compromised in the future.

N/A

D. Opportunities for Optimization

Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy.

N/A

ATTACHMENT 4

Dec 8, 2006



**U.S. Environmental Protection Agency
Region 5**

**Has Started a Five-year Review of the
Oak Grove Sanitary Landfill Superfund Site**
Oak Grove, Minnesota

EPA is conducting its third five-year review of the Oak Grove Sanitary Landfill Superfund site. The Superfund law requires regular reviews of sites at least every five years where cleanup is done but hazardous waste remains on-site. The last review at this site was in 2002. These five-year reviews are to ensure that the cleanup protects people and the environment. The review includes a summary of:

- \$ site information
- \$ how the cleanup was done
- \$ how well the cleanup is working
- \$ possible future actions

In this review, EPA will:

- evaluate potential migration of ground and surface water contaminants
- conduct additional sampling of ground and surface water for analysis
- reseed and regrade as necessary until cover vegetation is well established to limit contaminant releases
- routinely inspect site for cover integrity

EPA expects to complete the review by Dec. 29.

Site information may be reviewed at:
Oak Grove Township Board Office
1930 N.W. Nightingale St.
Cedar, Minn.

For more information:

Don de Blasio
Community Involvement Coordinator
U.S. EPA Office of Public Affairs (P-19J)
77 West Jackson Blvd.
Chicago, IL 60604
(312) 886-4360
Toll-free: (800) 621-8431.
Ext. 64360, weekdays 9 a.m. - 4:30 p.m.

Sirtaj Ahmed
Remedial Project Manager
U.S. EPA Superfund Division (SR-SJ)
77 West Jackson Blvd.
Chicago, IL 60604
(312) 886-4445
Toll-free: (800) 621-8431.
Ext. 64445, weekdays 9 a.m. - 4:30 p.m.

ATTACHMENT 5



**Oak Grove Sanitary Landfill
Anoka County, MN**

MND980904056



State



County



Legend

Oak Grove Sanitary Landfill

Figure 1

Site

Created by Sarah Backhouse
U.S. EPA Region 5 on 10/4/06
Image Date: 2003



Institutional Control (IC) Review - DRAFT

Areas Depicting Required and
Implemented Institutional Controls

Superfund
U.S. Environmental Protection Agency



Oak Grove Sanitary Landfill Anoka County, MN

MND980904056



Legend

- Required IC - Cooperation with MPCA required*
- Required IC - Drinking Water Wells Prohibited*
- Required IC - Landuse Restrictions*
- Implemented IC- Water and Land Use Restrictions*
- Properties missing the hard copy Declaration of Restrictions
- Oak Grove Sanitary Landfill Boundary
- Joseph and Virginia Egan Residential Property
- Robert and Margaret Wells Residential Property
- Michael Egan Residential Property
- Farmstead Property
- Equivalent Property



* See the Oak Grove Landfill Agreement (1996) for the Declaration of Restrictions and Covenants

EPA Disclaimer: Please be advised that areas depicted in the map have been estimated. The map does not create any rights enforceable by any party. EPA may refine or change this data and map at any time.

Created by Sarah Backhouse
U.S. EPA Region 5 on 1/25/07
Image Date: 8/04